



Washington, Thursday, December 10, 1942

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter II—Commodity Credit Corporation

[Oilseed Order 5]

PART 250—CONTROL OF VEGETABLE OIL
SEEDS AND PRODUCTS THEREFROM

PARTIAL RESTRICTION ON SALES OF SOYBEAN
OIL MEAL

Pursuant to the authority vested in the Commodity Credit Corporation by Directive No. 7 of the War Production Board, issued August 15, 1942, and in view of the shortage of soybean crushing capacity and shortage of soybean oil meal in the mid-western and Pacific northwestern States, *It is hereby ordered*, That:

Sec. 250.22 Restriction on sales in designated area.
 250.23 Designated area.
 250.24 Existing contracts; processors' duty.
 250.25 Existing contracts; buyers' duty.
 250.26 Records; reports; communications.
 250.27 Penalties.
 250.28 Definitions.
 250.29 Effective date.

AUTHORITY: §§ 250.22 to 250.29, inclusive, issued under W.P.B. Directive No. 7, 32 CFR § 903.12, 7 F.R. 6518.

§ 250.22 *Restriction on sales in designated area.* On and after the effective date of this order, unless otherwise authorized by Commodity Credit Corporation, no soybean oil meal shall be sold or delivered under sales made after such date for shipment into the area hereinafter designated, except soybean oil meal produced in processing plants located within such area.

§ 250.23 *Designated area.* The States of North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee, Arkansas, Louisiana, Texas, and Oklahoma.

§ 250.24 Existing contracts; processors' duty. Processors located outside the above-designated area who, prior to the effective date of this order, have sold soybean oil meal for shipment into such area, shall, to the extent available, purchase from processing mills located within such area soybean oil meal for the purpose of

making deliveries on contracts of sale for shipment into such area. Such tonnage of soybean oil meal as may be made available by this action shall be offered for sale by processors to other areas, particularly in the Midwest and the Pacific Northwest.

§ 250.25 *Existing contracts; buyers' duty.* All persons who, prior to the effective date of this order, have purchased under contract for shipment into the above-designated area soybean oil meal produced in processing plants located outside of such area, shall, if suitable deliveries can be obtained by their sellers from plants located within such area, accept such shipments in full satisfaction of their existing contracts to the extent of the tonnage of soybean oil meal so delivered.

§ 250.26 *Records; reports; communications.* (a) Every person subject to this order shall keep and preserve for not less than two years accurate and complete records concerning all sales, purchases, contracts for the sale or purchase, and deliveries of soybean oil meal. All such records shall, upon request, be submitted to audit and inspection by duly authorized representatives of Commodity Credit Corporation.

(b) Every person subject to this order shall execute and file with Commodity Credit Corporation such reports and questionnaires as the Corporation may from time to time request.

(c) All reports required to be filed hereunder and all communications concerning this order shall be addressed to: Commodity Credit Corporation, South Agriculture Building, Washington, D. C.

§ 250.27 *Penalties.* Any person who wilfully violates any provision of this order or who wilfully furnishes false information to Commodity Credit Corporation in connection with this order may be prohibited from processing, purchasing, selling, transferring or otherwise disposing of or acquiring soybean oil meal, and, in addition, may be punished by fine and imprisonment.

§ 250.28 *Definitions.* (a) "Processor" as used herein means any person operating a processing plant for producing soybean oil meal.

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(b) "Person" as used herein means any individual, partnership, business trust, association or corporation or any organized group of persons, whether incorporated or not.

§ 250.29 *Effective date.* This order shall become effective on and after December 10, 1942, and, subject to the provisions of Directive No. 7 of the War Production Board, shall continue in effect until revoked by Commodity Credit Corporation.

Issued this 9th day of December 1942.
 [SEAL] C. C. FARRINGTON,
 Acting President.
 [F. R. Doc. 42-13047; Filed, December 9, 1942;
 11:43 a. m.]

TITLE 14—CIVIL AVIATION

Chapter II—Administrator of Civil Aeronautics, Department of Commerce

PART 600—DESIGNATION OF CIVIL AIRWAYS

[Amendment 13]

REDESIGNATION OF BLUE CIVIL AIRWAY NO. 9, ETC.

DECEMBER 3, 1942.

Redesignation of Blue civil airway No. 9, Red civil airway No. 37, Red civil airway No. 14; deletion of Red civil airway No. 4, Blue civil airway No. 7, Blue civil airway No. 2, Red civil airway No. 22.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the Regulations of the Administrator of Civil Aeronautics as follows:

1. By striking § 600.10203, *Red civil airway No. 4 (Dallas, Tex., to Shreveport, La.)*

2. By striking § 600.10306, *Blue civil airway No. 7 (Springfield, Ill., to Morse, Ill.)*

3. By striking in § 600.10308 *Blue civil airway No. 9 (Kirksville, Mo., to Duluth, Minn.)* the following portion of the caption: "Duluth, Minn." and substituting in lieu thereof the following: "Minneapolis, Minn." and by striking the following: "From the Minneapolis, Minn., radio range station to the Duluth, Minn., radio range station."

4. By striking in § 600.10236, *Red civil airway No. 37 (Texarkana, Ark., to Memphis, Tenn.)* the following:

"The intersection of the center lines of the on course signals of the east leg of the Little Rock, Ark., radio range and the west leg of the Brinkley, Ark., radio range; and the Brinkley, Ark., radio range station; to the intersection of the center lines of the on course signals of the east leg of the Brinkley, Ark., radio range and the southwest leg of the Memphis, Tenn., radio range."

and substitute in lieu thereof the following: "To the Memphis, Tenn., radio range station."

5. By striking in § 600.10213, *Red civil airway No. 14 (Lone Rock, Wis., to Louisville, Ky.)* the following:

"And the intersection of the center lines of the on course signals of the southeast leg of the Rockford, Ill., radio range and the northwest leg of the Chicago, Ill., radio range; to the intersection of the center lines of the on course signals of the northwest leg of the Chicago, Ill., radio range and the south leg of the Milwaukee, Wis., radio range."

and substituting in lieu thereof the following:

"To the intersection of the center lines of the on course signals of the southeast leg of the Rockford, Ill., radio range and the southwest leg of the Chicago, Ill., radio range."

and by striking the following:

"Indianapolis, Ind., radio range station; to the Louisville, Ky., radio range station."

and substituting in lieu thereof the following:

"Indianapolis, Ind., radio range station; and the intersection of the center lines of the on course signals of the south leg of the Indianapolis, Ind., radio range and the west leg of the Louisville, Ky., radio range; to the Louisville, Ky., radio range station."

6. By striking in § 600.10301, *Blue civil airway No. 2 (Birmingham, Ala., to Erie, Pa.)* the following:

"From the intersection of the center lines of the on course signals of the northeast leg of the Bristol, Tenn., radio range and the south leg of the Charleston, W. Va., radio range; to the Charleston, W. Va., radio range station."

7. By striking § 600.10221, *Red civil airway No. 22 (Roanoke, Va., to Gordonsville, Va.)*

This amendment will become effective 0001 E. W. T., December 30, 1942.

C. I. STANTON,
 Administrator.

[F. R. Doc. 42-13030; Filed, December 9, 1942; 10:33 a. m.]

PART 601—DESIGNATION OF AIRWAY TRAFFIC CONTROL AREAS, CONTROL ZONES OF INTERSECTION, CONTROL AIRPORTS, AND RADIO FIXES

[Amendment 20]

REDESIGNATION OF RADIO FIXES, ETC.

DECEMBER 3, 1942.

Redesignation of Radio Fixes: Blue civil airway No. 9, Red civil airway No. 37, Red civil airway No. 10, Red civil airway No. 12, Green civil airway No. 5; redesignation of airway traffic control area, Blue civil airway No. 9; deletion of radio fixes and airway traffic control areas: Blue civil airway No. 7, Red civil airway No. 22, Red civil airway No. 4, Blue civil airway No. 2.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation, Serial No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the Regulations of the Administrator of Civil Aeronautics as follows:

1. By striking § 601.10204, *Red civil airway No. 4, airway traffic control area (Dallas, Tex., to Shreveport, La.)*

2. By striking in § 601.10309, *Blue civil airway No. 9, airway traffic control areas (Kirksville, Mo., to Duluth, Minn.)* the word "Duluth" appearing in the caption and substituting in lieu thereof the word "Minneapolis."

3. By striking § 601.10307, *Blue civil airway No. 7, airway traffic control area (Springfield, Ill., to Morse, Ill.)*.

4. By striking § 601.10222, *Red civil airway No. 22, airway traffic control area (Roanoke, Va., to Gordonsville, Va.)*

5. By striking § 601.40204, *Red civil airway No. 4 (Dallas, Tex., to Shreveport, La.)*

6. By striking in § 601.40309, *Blue civil airway No. 9 (Kirksville, Mo., to Duluth, Minn.)* the word "Duluth" appearing in the caption and substituting in lieu thereof the word "Minneapolis"; and

By striking the following words: "Duluth, Minn., radio range station."

7. By striking § 601.40307, *Blue civil airway No. 7 (Springfield, Ill., to Morse, Ill.)*.

8. By striking § 601.40222, *Red civil airway No. 22 (Roanoke, Va., to Gordonsville, Va.)*.

9. By striking in § 601.40237, *Red Civil airway No. 37 (Texarkana, Ark., to Memphis, Tenn.)* the following: "Brinkley, Ark., radio range station."

10. By striking in § 601.40210, *Red civil airway No. 10 (Amarillo, Tex., to Charleston, S. C.)* the following:

"The intersection of the center lines of the on course signals of the east leg of the Dallas, Tex., radio range and the northwest leg of the Tyler, Tex., radio range; the intersection of the center lines of the on course signals of the north leg of the Tyler, Tex., radio range and the west leg of the Shreveport, La., radio range."

11. By striking in § 601.40212, *Red civil airway No. 12 (Kansas City, Mo., to Detroit, Mich.)* the following:

"The intersection of the center lines of the on course signals of the north leg of the Peoria, Ill., radio range and the southwest leg of the Chicago, Ill., radio range."

12. By striking in § 601.4005, *Green civil airway No. 5 (Los Angeles, Calif., to Washington, D. C.)* the following:

"The intersection of the center lines of the on course signals of the northeast leg of the Roanoke, Va., radio range and the northwest leg of the Lynchburg, Va., radio range."

13. By striking in § 601.40302, *Blue civil airway No. 2 (Birmingham, Ala., to Erie, Pa.)* the following:

"The intersection of the center lines of the on course signals of the northeast leg of the Bristol, Tenn., radio range and the south leg of the Charleston, W. Va., radio range."

This amendment will become effective 0001 E. W. T., December 30, 1942.

C. I. STANTON,
Administrator.

[F. R. Doc. 42-13030a; Filed, December 9, 1942;
10:33 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs

[T.D. 50784]

PART 4—APPLICATION OF CUSTOMS LAWS TO AIR COMMERCE

REDESIGNATION OF OGDENSBURG MUNICIPAL AIRPORT, OGDENSBERG, NEW YORK, AS AN AIRPORT OF ENTRY¹

DECEMBER 7, 1942.

The Ogdensburg Municipal Airport, Ogdensburg, New York, is hereby redesignated as an airport of entry for civil aircraft and merchandise carried thereon arriving from places outside the United States, as defined in section 9 (b) of the Air Commerce Act of 1926 (U.S.C. title 49, sec. 179 (b)), for a period of one year from December 10, 1942.

(Sec. 7 (b), 44 Stat. 572; 49 U.S.C. 177 (b))

[SEAL] HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 42-13041; Filed, December 9, 1942;
11:28 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter III—Bituminous Coal Division

[Docket No. A-1725]

PART 331—MINIMUM PRICE SCHEDULE, DISTRICT NO. 11

ORDER GRANTING RELIEF, ETC.

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 11 for the establishment of price classifications and minimum prices for the coals of certain truck mines in District No. 11.

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 11 for the establishment of price classifications and minimum prices for the coals of certain truck mines in District No. 11.

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 11 for the establishment of price classifications and minimum prices for the coals of certain truck mines in District No. 11.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 11

NOTE: The material contained in this supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 331, Minimum Price Schedule for District No. 11 and supplements thereto.

FOR TRUCK SHIPMENTS

§ 331.24 General prices in cents per net ton for shipment into all market areas—Supplement T

Code member index	Mine index No.	Mine	Seam	Prices and size group Nos.													
				1	2	3	4	5	6	7	8	9	10, 11, 12	13	14	15	16
CLAY COUNTY																	
Trout, Virgil H.....	1356	Girton R. No. 6.....	3	245	240	235	225	220	215	175	180	175	170	140	130	75	45
PARKE COUNTY																	
Pressler, Frank.....	1368	Cow Boy.....	M	315	290	270	260	255	250	220	220	200	190	160	150	85	55
SULLIVAN COUNTY																	
Stifler, William.....	1367	Stifler.....	7	255	250	245	235	230	225	185	190	175	170	140	130	75	45
WARWICK COUNTY																	
Zint & Simpson Coal Company (Nelta Simpson).	1360	Zint & Simpson.....	5	255	250	245	235	230	225	185	190	180	175	155	145	100	60

[F. R. Doc. 42-13006; Filed, December 8, 1942; 10:59 a. m.]

* This document affects the tabulation in 19 CFR 4.13.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain truck mines in District No. 11; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 331.24 (General prices in cents per net ton for shipment into all market areas) is amended by adding thereto Supplement T, which supplement is hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this order, unless it shall otherwise be ordered.

Dated: November 24, 1942.

[SEAL] DAN H. WHEELER,
Director.

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Board of Economic Warfare

Subchapter B—Export Control

[Amendment LXXIX]

PART 802—GENERAL LICENSES

IRAN AND IRAQ

Paragraph (a) of § 802.2 *General license numbers*¹ is hereby amended by rescinding the general license numbers assigned to the destinations below, and assigning the following new numbers:

Iran	80
Iraq	74

Paragraph (a) of § 802.3 *General license country groups*² is hereby amended by adding to the list of destinations in Group K the following:

Iran	80
Iraq	74

(Sec. 6, 54 Stat. 714, Pub. Laws 75 and 638, 77th Cong.; Order No. 3 and Delegation of Authority No. 25, 7 F.R. 4951; Delegation of Authority No. 31, 7 F.R. 9807)

Dated: December 3, 1942.

PAUL CORNELL,
Chief of Office,
Office of Exports.

[F. R. Doc. 42-13021; Filed, December 8, 1942;
2:20 p. m.]

[Amendment 80]

PART 802—GENERAL LICENSES

SHIP AND PLANE STORES, ETC.

Subparagraph (2) of paragraph (a) of § 802.13 *Ship and plane stores, supplies and equipment*³ is hereby amended to read as follows:

(2) (i) Bunker fuel and food stores in any amount.

(ii) Other ordinary ship stores, sea stores and supplies, exclusive of zinc plates, for use or consumption on board such vessels during the outgoing voyage and any immediate return voyage scheduled, in such quantities as the Collector of Customs deems necessary and reasonable.

(iii) Equipment and spare parts intended for permanent use on such vessels when necessary for their proper operation and approved by the Collector of Customs.

(Sec. 6, 54 Stat. 714, Pub. Laws 75 and 638, 77th Cong., Order No. 3 and Delegation of Authority No. 25, 7 F.R. 4951; Delegation of Authority No. 31, 7 F.R. 9807)

Dated: December 4, 1942.

PAUL CORNELL,
Chief of Office,
Office of Exports.

[F. R. Doc. 42-13022; Filed, December 8, 1942;
2:20 p. m.]

¹ 7 F.R. 5001, 7993, 8939.² 7 F.R. 5001, 9301.³ 7 F.R. 8823.

[Amendment 81]

PART 808—PROCEDURE TO SECURE SHIPPING SPACE TO THE OTHER AMERICAN REPUBLICS

APPLICATION PROCEDURE

Paragraph (e) of § 808.6 *Application procedure*⁴ is hereby amended by adding the following new subparagraph:

(8) No application to ship commodities under general license shall be made unless and until the applicant has a firm order for the commodities covered by the application for shipping space from the purchaser stated in the application.

(Sec. 6, 54 Stat. 714, Pub. Laws 75 and 638, 77th Cong.; Order No. 3 and Delegation of Authority No. 25, 7 F.R. 4951; Delegation of Authority No. 31, 7 F.R. 9807)

Dated: December 4, 1942.

PAUL CORNELL,
Chief of Office,
Office of Exports.

[F. R. Doc. 42-13023; Filed, December 8, 1942;
2:20 p. m.]

[Amendment 82]

PART 804—INDIVIDUAL LICENSES

FARM MACHINERY, EXPORT APPLICATIONS

Section 804.2 *Applications for licenses*⁵ is hereby amended by deleting therefrom subparagraph (2) of paragraph (b) thereof.

Paragraph (k) of § 804.7 *Special provisions concerning applications to export certain commodities* is hereby amended to read as follows:

(k) *Farm machinery.* Applications for licenses to export farm equipment and machinery classified under Department of Commerce Schedule B numbers 7143, 7365, 7368, 7800 to 7870, both inclusive, 7879 to 7887, both inclusive, 7889 to 7899, both inclusive, and 7975, (excluding tracklaying tractors and parts and accessories therefor), may be filed only by the manufacturer of such machinery or by him on behalf of a dealer, broker, etc., and must be accompanied by the following form properly filled out:

1. Dollar value of export quota assigned to applicant for country of destination (to be answered only by those suppliers to whom quotas have been assigned)	Value (dollars)
---	--------------------

2. Dollar value of licenses granted to applicant to country of destination since November 1, 1942	Value (dollars)
---	--------------------

3. Dollar value of application by applicant pending action to country of destination, including this application	Value (dollars)
--	--------------------

The statements made above are to be considered a part of our attached export license application which covers equipment, the production of which is authorized by the War Production Board's Order L-170, as amended.

(Signed)

⁴ 7 F.R. 5287, 6932, 9609, 9806, 9923.⁵ 7 F.R. 5016, 8633.

Paragraph (b) of § 804.8 *Certificates of necessity*⁶ is hereby amended by deleting from the list of commodities the following item:

Farm equipment.

(Sec. 6, 54 Stat. 714, Pub. Laws 75 and 638, 77th Cong.; Order No. 3 and Delegation of Authority No. 25, 7 F.R. 4951; Delegation of Authority No. 31, 7 F.R. 9807)

Dated: December 4, 1942.

PAUL CORNELL,
Chief of Office,
Office of Exports.

[F. R. Doc. 42-13024; Filed, December 8, 1942;
2:20 p. m.]

Chapter IX—War Production Board

Subchapter B—Director General for Operations

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Amendment 1 of Priorities Regulation 17]

POST EXCHANGES AND SHIP'S SERVICE DEPARTMENTS

Section 944.38 *Priorities Regulation 17* [7 F.R. 9877], is hereby amended by adding at the end thereof an additional paragraph (f) as follows:

(f) *Effective date.* This regulation shall become effective December 21, 1942.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 8th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13028; Filed, December 8, 1942;
5:15 p. m.]

PART 3122—ELECTRICAL MOTORS AND GENERATORS

[Amendment 1 to General Conservation Order L-221⁷]

Paragraph (b) (1) of § 3122.1 *General Conservation Order L-221* is hereby amended in the following respects:

(b) *Restrictions on acceptance and delivery of orders.* (1) Except as otherwise provided in this paragraph, on and after December 10, 1942, no manufacturer shall accept any order for any motor or generator; and on and after February 1, 1943, no manufacturer or dealer shall make delivery, and no person shall accept delivery from a manufacturer or dealer, of any motor or generator, unless:

* * * * *

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th

⁷ 7 F.R. 5012, 5937, 9026.⁷ F.R. 10065.

Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 8th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13027; Filed, December 8, 1942;
4:31 p. m.]

PART 1095—COMMUNICATIONS

[Preference Rating Order P-130 as Amended
Dec. 9, 1942]

§ 1095.3 *Preference Rating Order P-130*—(a) *Definitions*. For the purposes of this order:

(1) "Operator" means any individual, partnership, association, business trust, corporation, receiver, or any form of enterprise whatsoever, whether incorporated or not, the United States, the District of Columbia, any state or territory of the United States and any political, corporate, administrative or other division or agency thereof, to the extent engaged in rendering telephone communication service (and such telegraph and teletypewriter service as may also be conducted by him), within, to, or from the United States, its territories or possessions.

(2) "Material" means any commodity, equipment, accessory, part, assembly, or product of any kind.

(3) Without regard to whether or not the expenditures therefor are for any reason required to be recorded in the operator's accounting records in accounts other than maintenance and repair:

(i) "Maintenance" means the upkeep of an operator's property and equipment in sound working condition.

(ii) "Repair" means the restoration, without thereby increasing existing facilities, of an operator's property and equipment which has been rendered unsafe or unfit for service by wear and tear, damage, destruction of parts, or similar cause.

(4) "Operating supplies" means any material which is essential to and consumed in the operation of communication services by an operator but does not include any material which is physically incorporated in whole or in part in the property or equipment of the operator.

(5) Material for maintenance, repair or operating supplies for the purpose of this order shall not include material used for:

(i) The improvement of an operator's property or equipment through the replacement of material which is still usable in the existing property or equipment with material of a better kind, quality, or design;

(ii) Additions to or expansion of the operator's existing property or equipment.

(6) "Operating construction" means the use of materials by an operator for such construction of exchange and toll plant (including such telegraph and teletypewriter service as may be conducted by an operator) as is permitted under the provisions of General Conservation Order L-50 as amended from time to time.

(7) "Operator's inventory of material" shall include all items of new and/or salvaged material and supplies on hand, whether held for current use or for sale as junk, until physically incorporated into plant by way of maintenance, repair, operating construction or otherwise, and without regard to whether or not such items of material are carried in the operator's accounting records under "Material and Supplies Account" exclusive nevertheless of:

(i) Any equipment of a superseded type reserved by an operator for reuse, as a practical measure of conservation to meet probable future operating contingencies;

(ii) Any material identified for use in projects which have been specifically authorized by the War Production Board upon application of an operator;

(iii) Any operating supplies which are in the process of being consumed by an operator.

(8) "Equipment of a superseded type" as used in paragraph (a) (7) (i) above shall not apply to such equipment drawn from superseded stock to replenish current working inventories nor to material which is no longer usable and is junk nor shall it apply to regular items which are no longer manufactured because of restrictions or limitations imposed by the War Production Board; but said terms means equipment which is:

(i) No longer manufactured or carried by the manufacturer as a regular item for sale to operators except for repair and maintenance or for additions to existing installations; or (ii) Of such character that were it not for the possibility of using it to meet service requirements of the war program the operator would hold it only for use for maintenance or repair or for additions to existing installations, and, if not thus required, would dispose of it by sale as usable equipment or junk.

(b) *Assignment of preference rating*. (1) Subject to the terms of this order, the following preference ratings are hereby assigned to operators:

(i) AA-5 for deliveries to an operator of material required by him for maintenance, repair, operating supplies or operating construction.

(ii) For deliveries to an operator of material required by him for the construction of facilities necessary to serve defense projects bearing a rating of AA-5 or better, the same rating as is assigned to such defense project; except that where such project is assigned two or more ratings and both or all of these are AA-5 or better, such deliveries to an operator are assigned the lowest rating which is assigned to such defense project.

(iii) AA-2X for deliveries to an operator of material required by him for repair of an actual break-down of existing facilities (other than buildings), provided that such AA-2X rating shall not be applied to more than 30% of the mate-

rial which could be used for any purpose in each calendar quarterly period under the provisions of paragraph (e) (2) of this order. Provided, further, that in no event shall the dollar value of materials used under this rating together with the dollar value of other materials used pursuant to paragraph (e) (2) hereof, exceed, during the quarter the rating is so applied and the three next succeeding calendar quarters, 110% of the aggregate dollar value of materials used for maintenance, repair, operating supplies and operating construction during the calendar year 1940.

(2) *Application and extension of ratings*. The ratings assigned by paragraph (b) (1) above shall be applied and extended in accordance with Priorities Regulations Numbers 1 and 3, as amended from time to time.

(3) In addition to the requirements of paragraph (b) (2) above, an operator:

(i) In order to apply the preference rating assigned by paragraph (b) (1) (ii), shall first file Form PD-685 with the Communications Equipment Division, War Production Board, Washington, D. C., Ref.: P-130, setting forth in detail the appropriate information requested on such form, and in addition thereto, such other information as may be from time to time required. The Director General for Operations will thereupon notify the operator whether and to what extent the application is approved.

(ii) Who applies the preference rating assigned by subparagraph (b) (1) (iii) shall execute and file Form PD-684 with the Communications Equipment Division, War Production Board, Washington, D. C., Ref.: P-130, setting forth in detail the appropriate information requested on such form, and in addition thereto, such other information as may be from time to time required.

(c) *Restrictions on use of rating*. (1) In addition to the limitation in paragraph (c) (3) below, the preference ratings hereby assigned shall not be applied by an operator:

(i) To obtain deliveries of materials containing copper, iron, steel, or nickel where such metals could be eliminated from said materials by the substitution of less scarce metals without serious loss of efficiency in the use of said materials.

(ii) To obtain material for operating construction as defined in paragraph (a) (6) for exchange plant of any kind (exclusive of telegraph and/or teletypewriter plant) or for toll telephone central office equipment or for combined exchange and toll telephone central office equipment where the cost of such material to which the rating is applied in any single case exceeds \$2500 or the total cost of material (both new and reused) in a single case exceeds \$5000, or, to obtain PBX switchboards required to serve subscribers other than those set forth

in paragraphs (e) (1) (i) and (e) (1) (ii) of General Conservation Order L-50.

(iii) To obtain material for operating construction as defined in subparagraph (a) (6) for toll line plant where the cost of material (both new and reused) in any single case exceeds \$500.

(iv) To obtain material for operating construction as defined in paragraph (a) (6) for telegraph and/or teletypewriter plant unless the same is required to meet the demands of the service categories included in paragraph (e) (1) (i) of General Conservation Order L-50 and the cost of material (both new and reused) in any single case does not exceed \$500.

(v) The foregoing dollar limitations in paragraphs (c) (1) (ii), (c) (1) (iii) and (c) (1) (iv) shall not apply to the portions of the material or equipment obtained from the operator's inventory or plant to meet temporary traffic or emergency requirements other than those occasioned by regularly recurring seasonal or holiday requirements. Any material or equipment so employed to meet such requirements shall be, upon the termination of such temporary traffic or emergency requirement, restored to the location in plant from which it was taken, if the service requirements at that time justify, or placed in inventory. In case the requirement for use of such material or equipment extends in any single instance beyond a period of thirty (30) days, the operator shall on or before the thirtieth day of such use make application to the War Production Board, Washington, D. C., Ref. P-130 on Form PD-716 for authorization to continue the use of such material or equipment, setting forth in detail the appropriate information requested on such form, and in addition thereto, such other information as may be from time to time required.

(vi) Excepted from the foregoing provisions of paragraphs (c) (1) (ii), (c) (1) (iii) and (c) (1) (iv) are all materials authorized under the provisions of paragraph (b) (1) (ii) on Form PD-685.

(2) An operator by applying or extending any preference ratings hereby assigned thereby represents to the seller and to the War Production Board that the material thus to be acquired will be used in conformity with all provisions of General Conservation Order L-50, as amended from time to time, and in addition that the acquisition of such material will not violate the provisions of paragraph (e) (1) hereof, or that such acquisition and/or use has been specifically authorized by the Director General for Operations.

(3) No operator shall subdivide a single order, job, or project to qualify the same under the terms of this order.

(d) *Reports.* Each operator affected by this order shall file such reports and

questionnaires with the War Production Board as may from time to time be required by the Director General for Operations.

(e) *Restrictions on deliveries, inventory, and use.* (1) On and after October 15, 1942, except as provided in paragraph (e) (3) below, no operator who has applied the rating assigned hereby shall at any time accept deliveries of material (whether or not rated pursuant to this order) to be used for any purpose:

(i) Until the dollar value of the operator's inventory of material shall have been reduced to a practical working minimum. Such practical working minimum shall in no event exceed 27½% of the dollar value of material used for all purposes during the calendar year 1940.

(ii) Where the receipt thereof shall increase the dollar value of the operator's inventory of material to an amount in excess of normal requirements which in no event shall exceed 27½% of the dollar value of material used for all purposes during the calendar year 1940.

(2) Except as provided in paragraph (e) (3) below, no operator who has applied the rating assigned hereby shall, during any calendar quarterly period, withdraw material from his inventory of material, for use for maintenance, repair, operating supplies, and operating construction the aggregate dollar value of which shall exceed 110% of the aggregate dollar value of such material used during the corresponding quarter of 1940, or at the operator's option 27½% of the aggregate dollar value of such material used during the calendar year 1940.

(3) (i) Any operator whose average value of inventory of material for the five calendar years prior to January 1, 1942, did not exceed \$10,000, shall be exempt from the provisions of subparagraph (1) above.

(ii) Any operator whose use of materials for the year 1942 does not exceed \$10,000, shall be exempt from the provisions of subparagraph (2) above.

(iii) Material delivered pursuant to paragraph (b) (1) (ii), shall be exempt from the provisions of subparagraphs (1) and (2) above.

(iv) From time to time, the Director General for Operations may determine that certain operators are exempt in whole or in part from the restrictions contained in subparagraphs (1) and (2) above.

(v) The ratings assigned in paragraphs (b) (1) (i) and (b) (1) (iii) may not be used to obtain automotive replacement parts as defined by Order L-158.

(f) *Sales of material from excess stock.* Any operator may sell to any other operator materials from the seller's excess stocks or inventories, provided that a preference rating of A-1-c or higher assigned by this order, or any preference rating certificate, order, or other direction issued by the Director General for Operations is applied or extended to the

operator selling such materials; and any such sale shall be expressly permitted within the terms of paragraph (c) (2) (iii) of Priorities Regulation No. 13.

(g) *Applicability of priorities regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

(h) *Violations.* Any person who wilfully violates any provision of this order or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control, and may be deprived of priorities assistance.

(i) *Communications.* All reports to be filed, appeals and other communications concerning this order should be addressed to: War Production Board, Communications Equipment Division, Washington, D. C., Ref.: P-130.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; O.E. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 9th day of December, 1942.

ERNEST KANZLER,
Director General for Operations.

INTERPRETATION 1

Question has been asked as to the meaning of the phrase "equipment of a superseded type" as employed in paragraph (a) (7) (i) of Order P-130, as amended September 8, 1942.

Telephone and telegraph equipment is of a "superseded" type, within the meaning of this subparagraph, if it is usable, in its present state of repair, by the operator in a practical manner in his existing plant and is not currently being put into service, and in addition is either:

(a) No longer manufactured or carried by the manufacturer as a regular item for sale to operators; or

(b) Of such character that, were it not for the present and reasonably anticipated service requirements of the war program, the operator would not place it back into service or would dispose of it by sale as usable equipment or as junk. (Issued October 17, 1942.)

[F. R. Doc. 42-13031; Filed, December 9, 1942; 10:43 a. m.]

PART 3003—CALCIUM CARBIDE

[General Preference Order M-190]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of calcium carbide for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3003.1 General Preference Order M-190—(a) Definitions. (1) "Calcium

"carbide" means the chemical compound of that name.

(2) "Producer" means any person engaged in the production of calcium carbide and includes any person who has such material produced for him pursuant to toll agreement.

(3) "Distributor" means any person who has purchased or purchases calcium carbide for resale.

(b) *Restrictions on deliveries and use.* (1) Subject to paragraph (c) hereof, on and after January 1, 1943, no producer or distributor shall deliver or use calcium carbide, and no person shall accept delivery of calcium carbide from a producer or distributor, except as specifically authorized or directed by the Director General for Operations.

(2) Authorizations or directions with respect to deliveries to be made or accepted in each month, beginning with January, 1943, will so far as practicable be issued by the Director General for Operations prior to the commencement of such month, but the Director General for Operations may at any time (including the period prior to January 1, 1943), at his discretion and notwithstanding the provisions of paragraph (c) hereof, issue directions with respect to deliveries to be made or accepted or with respect to the use or uses which may or may not be made of material to be delivered or then on hand.

(3) Each person specifically authorized to accept delivery of calcium carbide shall use such material for the purpose authorized, and only for such purpose, except as otherwise specifically directed.

(4) Calcium carbide allocated for inventory shall not be used except as specifically directed by the Director General for Operations. Calcium carbide allocated to fill a specified order or class of orders shall, where and to the extent that such order or class of orders is subsequently cancelled, revert to inventory.

(c) *Small order exemption.* No specific authorization shall be required for:

(1) Acceptance of delivery by any person in any one calendar month of ten tons or less of calcium carbide in the aggregate; provided that such person has not been specifically authorized to accept delivery of any quantity of such material during such month;

(2) Acceptance of delivery for resale for house lighting or mine lighting;

(3) The delivery by any producer or distributor to any person who shall have filed with him a written certificate in substantially the following form:

The undersigned purchaser hereby certifies to the War Production Board and to his supplier that he is entitled to accept delivery of the calcium carbide hereby ordered, under paragraph (c) (1), (c) (2) [strike out inapplicable paragraph] of General Preference Order M-190 with the terms of which he is familiar.

date:

Name of Purchaser
By _____
Authorized Official _____

Title _____

(4) The use by any producer in any calendar month of ten tons or less of calcium carbide in the aggregate.

(d) *Applications and reports.* (1) Each person seeking authorization to accept delivery of calcium carbide during any calendar month, beginning with January, 1943 (except as provided in paragraph (c) hereof), whether for his own consumption or resale, shall file application therefor on or before the 15th day of the month preceding the month for which authorization for delivery is requested. Applications by producers for authorization to use calcium carbide shall be filed in the same manner. In any case, the application shall be made on Form PD-600, in the manner prescribed therein, subject to the following special instructions:

(i) Copies of Form PD-600 may be obtained at local field offices of the War Production Board.

(ii) Prepare four copies and forward three to the War Production Board, Chemicals Division, Washington, D. C., Ref.: M-190, retaining the fourth copy for your files.

(iii) Producers or distributors who have filed application on Form PD-600, specifying themselves as their suppliers, shall list their own names as customers on Form PD-601, and shall list their requests for allocation in the manner prescribed for other customers.

(iv) In the heading, under name of chemical, specify calcium carbide; under WPB Order No., specify M-190; under name of company, state your name and mailing address; under unit of measure, specify pounds; and state the month and year during which deliveries covered by the application are to be made.

(v) In Columns 3 and 8, specify size in terms indicated in paragraph (d) (1) (iv) hereof.

(vi) Column 5 may, at your discretion, be left blank.

(vii) Names of customers to whom small order deliveries are to be made during the next month pursuant to paragraph (c) of this order need not be given, but insert in Column 1 "Total small order deliveries (estimated)" and in Column 4, the estimated quantity.

(viii) If it is necessary to use more than one sheet to list customers, number each sheet in order and show grand totals for all sheets on the last sheet, which is the only one that need be certified.

(3) The Director General for Operations may require each person affected by this order to file such other reports as may be prescribed, and may issue other and further directions to any such persons with respect to preparing and filing Forms PD-600 and PD-601.

(e) *Notification of customers.* Each supplier shall notify his regular customers, as soon as possible, of the requirements of this order, but failure to receive such notice shall not excuse any person from complying with the terms hereof.

(f) *Miscellaneous provisions—(1) Applicability of priorities regulations.* This order and all transactions affected hereby are subject to all applicable provisions of War Production Board priorities regulations, as amended from time to time.

(2) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

(v) In Columns 3, 20 and 22, specify your primary product in terms of the following:

Unscreened.

Lump (3 1/2 x 2 inches).

Egg (2 x 1/2 inch).

Nut (1 1/4 x 3/8 inch).

Miners (1/2 inch).

Quarter (1/4 x 1/2 inch).

Rice (Almost the size of rice).

14ND (Finely granulated).

Fines (Dust).

(vi) In Column 4, specify ultimate use of product, (for example, if the primary product called for by Column 3 is acetic anhydride, the ultimate use of product might be rayon truck tire fabric), and also specify in each case whether your customer is Army, Navy, other government agency, Lend-Lease, or commercial customer. Column 4 may be left blank when the "primary product" is bottled acetylene gas, or calcium carbide for resale in lots of 10 drums or less.

(vii) Columns 5, 6, 7 and 8 may be left blank.

(2) Each producer or distributor seeking authorization to make delivery of calcium carbide during any calendar month beginning with January, 1943, shall file application on or before the

(3) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington, D. C. Ref.: M-190.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 9th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13032; Filed, December 9, 1942; 10:43 a. m.]

PART 3154—HARDWARE SIMPLIFICATION

[Limitation Order L-236]

§ 3154.1 Limitation Order L-236—(a) *Issuance of schedules of simplification of lines.* The Director General for Operations may, from time to time, issue schedules establishing simplified practices with respect to types, sizes, forms, specifications or other qualifications for any hardware. From and after the effective date of any such schedule, no such products shall be produced or fabricated, except as specifically permitted by such schedule.

(b) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter, in triplicate, referring to the particular provision appealed from and stating the grounds of the appeal.

(c) *Applicability of priorities regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

(d) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to War Production Board, Building Materials Division, Washington, D. C., Ref.: L-236.

(e) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 9th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13033; Filed, December 9, 1942; 10:43 a. m.]

PART 3154—HARDWARE SIMPLIFICATION

[Schedule I to Limitation Order L-236]

BUILDERS' FINISHING HARDWARE

§ 3154.2 Schedule I to Limitation Order L-236—(a) *Definitions.* For the purposes of this schedule.

(1) "Producer" means any person who manufactures, fabricates, assembles, melts, casts, extrudes, rolls, turns, spins, or otherwise processes builders' hardware.

(2) "Builders' finishing hardware" means mechanical devices for supporting, guarding, operating, controlling, or securing various parts of a building, including, but not limited to, doors, windows, transoms, drawers, gates, scuttles, and partitions, and for the convenience, protection, and safety of the occupant, as are listed in Table 1 through Table 15 of this schedule and all other items listed in said tables.

(b) *Exceptions.* Parts manufactured for repair and maintenance of any builders' finishing hardware are not subject to the limitations of this schedule.

(c) *Simplified practices.* Pursuant to Limitation Order L-236 the sizes, types, grades, weights and finishes set forth in Tables 1 through 15 of this schedule are established for the manufacture of builders' finishing hardware.

(d) *Effective date of simplified practices.* On and after the 15th day of

January 1943, no builders' finishing hardware which does not conform to the size, type, grade, finish, weight, and standard established by paragraph (c) of this schedule (and set forth in the tables hereto) shall be put into process by any producer; on and after the 1st day of March 1943, no producer shall assemble, or otherwise complete, from component parts in inventory, any builders' finishing hardware which does not conform to the size, type, grade, finish, weight, and standard established by paragraph (c) of this schedule (and set forth in the tables hereto); except upon approval of the Director General for Operations.

(e) *Records covering materials, work in progress, etc.* Each producer of builders' finishing hardware shall execute and file with the War Production Board such reports and questionnaires as said Board shall from time to time require.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 9th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

TABLE 1. BUTTS, HINGES, AND RELATED ITEMS

Numbers shown refer to designs of items only, materials and finishes permitted are as follows:

All items shall be ferrous metal or antimonial lead except that brass may be used where permitted under the terms of Copper Order M-9—Amended.

Where the use of brass is permitted, such brass may be finished US3 or US4, all other items shall be finished US1b, US18A, US18A unsanded, USP, US2G, or US2H.

The following type numbers have been taken from Federal Specification FF-H-116b:

Type numbers permitted:	Sizes permitted
2240	10" x 12"
2212 Steel Pin	8", 10", 12"
2208 Steel Pin	4", 5", 6", 8", 10", 12"
2209 Steel Pin	4", 6", 8", 10", 12", 5"
2203 Steel Pin	4", 5", 6", 8", 10", 12"
2140 Hardened washer bearings permitted	12", 18", 24", 36"
2138 Hardened washer bearings permitted	12", 18", 24", 36"
B2080½	3", 3½", 4", 4½"
2080½	4", 4½", 5"
2061	3", 3½", 4", 4½"
2040 Except no non-rising pin	3" x 4", 4" x 5", 4" x 6", 5" x 8", 4½" x 8", 4" x 7", 5" x 7"
2031	2" x 2", 2½" x 2½", 3" x 3", 5" x 5", 6" x 6", 3½" x 3½", 4" x 4", 4½" x 4½"
2029	2" x 2", 2½" x 2½", 3" x 3", 3½" x 3½", 4" x 4"
2022	1½" x 1½", 2" x 1½", 2½" x 1¾", 3" x 2"
2018½	3" x 3", 2½" x 2"
2015½	2½" x 2½", 3" x 3", 3½" x 3½", 4" x 4", 4½" x 4½", 5" x 5"
2014½	2½" x 2½", 3" x 3", 3½" x 3½", 4" x 4", 4½" x 4½", 5" x 5"
2010½	4" x 4", 4½" x 4½", 5" x 5", 6" x 6"
2005½	3" x 3", 3½" x 3½", 4" x 4", 4½" x 4½"
2001½	4" x 4", 4½" x 4½", 5" x 5", 6" x 6"

The following type numbers have been taken from catalog number 28 of P & F Corbin, for use as a guide; similar products of any other manufacturer will be permitted.

Type numbers permitted:	Sizes permitted
169	4½", 5"
162	2½" x 2½", 3" x 3", 3½" x 3½"
161½BT	2½" x 2½", 3" x 3", 3½" x 3½", 4" x 4", 4½" x 4½", 5" x 5"
160BT	2½" x 2½", 3" x 3", 3½" x 3½", 4" x 4", 4½" x 4½", 5" x 5"
152	3½" x 3½", 4" x 4", 4½" x 4½", 5" x 5"
040	2½" x 2½", 3" x 3", 3½" x 3½", 4" x 4", 4½" x 4½", 5" x 5"

The following type numbers have been taken from catalog number 61 of Stanley Works, for use as a guide; similar products of any other manufacturer will be permitted.

Type numbers permitted:	Sizes permitted
1775	With 10" hinges
1665	3½" x 4", 5" x 5", 3½" x 6", 5" x 7"
1664	3½" x 6", 5" x 8", 3½" x 10", 5" x 10"
1240	
1200	Each manufacturer limited to 3 sizes
999	1½" x 3½", 2" x 3½", 2½" x 3½", 2½" x 1½", 3" x 3½", 3" x 5½", 3½" x 1½", 3½" x 2½", 3½" x 3½", 3½" x 4½", 4" x 3½", 4" x 5½", 5" x 5½", 5" x 1", 6" x 3½", 6" x 5"
998	1½" x 3½", 2" x 3½", 2½" x 3½", 2½" x 1½", 3" x 2½", 3" x 3½", 3" x 4½", 3" x 5½", 3" x 6½", 3" x 7½", 3" x 8½", 3" x 9½", 3" x 10½", 3" x 11½", 3" x 12½", 3" x 13½", 3" x 14½", 3" x 15½", 3" x 16½", 3" x 17½", 3" x 18½", 3" x 19½", 3" x 20½", 3" x 21½", 3" x 22½", 3" x 23½", 3" x 24½", 3" x 25½", 3" x 26½", 3" x 27½", 3" x 28½", 3" x 29½", 3" x 30½", 3" x 31½", 3" x 32½", 3" x 33½", 3" x 34½", 3" x 35½", 3" x 36½", 3" x 37½", 3" x 38½", 3" x 39½", 3" x 40½", 3" x 41½", 3" x 42½", 3" x 43½", 3" x 44½", 3" x 45½", 3" x 46½", 3" x 47½", 3" x 48½", 3" x 49½", 3" x 50½", 3" x 51½", 3" x 52½", 3" x 53½", 3" x 54½", 3" x 55½", 3" x 56½", 3" x 57½", 3" x 58½", 3" x 59½", 3" x 60½", 3" x 61½", 3" x 62½", 3" x 63½", 3" x 64½", 3" x 65½", 3" x 66½", 3" x 67½", 3" x 68½", 3" x 69½", 3" x 70½", 3" x 71½", 3" x 72½", 3" x 73½", 3" x 74½", 3" x 75½", 3" x 76½", 3" x 77½", 3" x 78½", 3" x 79½", 3" x 80½", 3" x 81½", 3" x 82½", 3" x 83½", 3" x 84½", 3" x 85½", 3" x 86½", 3" x 87½", 3" x 88½", 3" x 89½", 3" x 90½", 3" x 91½", 3" x 92½", 3" x 93½", 3" x 94½", 3" x 95½", 3" x 96½", 3" x 97½", 3" x 98½", 3" x 99½", 3" x 100½", 3" x 101½", 3" x 102½", 3" x 103½", 3" x 104½", 3" x 105½", 3" x 106½", 3" x 107½", 3" x 108½", 3" x 109½", 3" x 110½", 3" x 111½", 3" x 112½", 3" x 113½", 3" x 114½", 3" x 115½", 3" x 116½", 3" x 117½", 3" x 118½", 3" x 119½", 3" x 120½", 3" x 121½", 3" x 122½", 3" x 123½", 3" x 124½", 3" x 125½", 3" x 126½", 3" x 127½", 3" x 128½", 3" x 129½", 3" x 130½", 3" x 131½", 3" x 132½", 3" x 133½", 3" x 134½", 3" x 135½", 3" x 136½", 3" x 137½", 3" x 138½", 3" x 139½", 3" x 140½", 3" x 141½", 3" x 142½", 3" x 143½", 3" x 144½", 3" x 145½", 3" x 146½", 3" x 147½", 3" x 148½", 3" x 149½", 3" x 150½", 3" x 151½", 3" x 152½", 3" x 153½", 3" x 154½", 3" x 155½", 3" x 156½", 3" x 157½", 3" x 158½", 3" x 159½", 3" x 160½", 3" x 161½", 3" x 162½", 3" x 163½", 3" x 164½", 3" x 165½", 3" x 166½", 3" x 167½", 3" x 168½", 3" x 169½", 3" x 170½", 3" x 171½", 3" x 172½", 3" x 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TABLE 1. BUTTS, HINGES, AND RELATED ITEMS—Con.

Type numbers permitted—Con.	Sizes permitted
995 ¹	2 ¹ / ₂ " x 2 ¹ / ₂ ", 3 ¹ / ₂ " x 3 ¹ / ₂ ", 4 ¹ / ₂ " x 4", 5 ¹ / ₂ " x 5", 6 ¹ / ₂ " x 6", 2 ¹ / ₂ " x 5 ¹ / ₂ ", 2 ¹ / ₂ " x 5 ¹ / ₂ ", 3 ¹ / ₂ " x 3 ¹ / ₂ ", 3 ¹ / ₂ " x 3 ¹ / ₂ ", 4 ¹ / ₂ " x 3 ¹ / ₂ ", 5 ¹ / ₂ " x 1", 6 ¹ / ₂ " x 1 ¹ / _{2", 8¹/₂" x 1¹/₂.}
995.....	10 ¹ / ₂ " x 1 ¹ / ₂ ", 12 ¹ / ₂ " x 1 ¹ / ₂ .
987.....	5", 6", 7", 8", 10"
982.....	6", 8"
980.....	1 ¹ / _{2", 1¹/_{2", 1¹/_{2", 4", 5", 2", 2¹/_{2", 3", 3¹/₂}}}}
976.....	1 ¹ / ₂ ", 5", 6"
975.....	4", 5", 6"
972.....	6", 8", 10", 12", 14", 16", 18", 20", 22", 24", 30", 36"
962.....	6", 8", 10", 12", 14", 16", 18", 20", 22", 24", 30", 36"
951.....	6", 8", 10", 12", 14", 16", 18", 20", 22", 24", 30", 36"
941.....	7 ¹ / _{2"}
925.....	3 ¹ / ₂ ", 4 ¹ / _{2", 6", 7"}
915.....	3", 4 ¹ / _{2", 6", 8", 10", 12"}
912.....	3", 4 ¹ / _{2", 6", 8", 10", 12"}
913.....	2", 3", 4", 5", 6", 8"
904.....	2", 3", 4", 5", 6", 8"
900.....	1 ¹ / _{2" x 1¹/₂", 1¹/_{2" x 1¹/_{2", 2¹/_{2" x 1¹/_{2", 2¹/_{2" x 1¹/_{2, 3¹/_{2" x 2"}}}}}}}}
840.....	1 ¹ / _{2" x 1¹/_{2, 1¹/_{2" x 1¹/_{2, 2¹/_{2" x 1¹/_{2, 2¹/_{2" x 1¹/_{2, 3¹/_{2" x 2"}}}}}}}}}
838.....	6" x 6" x 2 ¹ / ₂
BB882.....	6" x 2", 2 ¹ / _{2" x 2¹/_{2, 3" x 3", 3¹/_{2" x 3¹/_{2, 4" x 4"}}}}
806.....	2 ¹ / _{2" x 2", 2¹/_{2" x 2¹/_{2, 3" x 3", 3¹/_{2" x 3¹/_{2, 4" x 4"}}}}}

TABLE 2. CHECKING FLOOR HINGES

Type numbers shown refer to designs of items only, materials and finishes permitted are as follows:

Materials permitted for checking floor hinges are ferrous metal or antimonial lead only.

Finishes permitted are USP, US18A.

The following type numbers have been taken from Federal Specifications FF-H-121a

Type numbers permitted	Sizes permitted
US Type 3500.....	Size II
US Type 3500.....	Size III
US Type 3510.....	Size I
US Type 3510.....	Size II
US Type 3520.....	Size II
US Type 3520.....	Size III
US Type 3520A.....	Size II
US Type 3520A.....	Size III

Type similar to "Unicheck" as manufactured by Oscar C. Rixson Co.

TABLE 3. DOOR HOLDING DEVICES

Type numbers shown refer to design of items only, materials and finishes permitted are as follows:

Materials permitted are ferrous metal, antimonial lead, and plastic. Zinc base die casting may be used where permitted by the Zinc Order M-11-b.

Finishes permitted are USP, US18A, and US2G.

Type Numbers Permitted

The following type numbers have been taken from the catalog dated Jan. 1, 1941 of the Glynn-Johnson Corporation, for use as a guide, similar products of any other manufacturer will be permitted.

G-J 70 overhead door holder.

G-J F-9 semi-automatic door holder, floor type.

F-20 door holder and bumper, floor type.

W-20 door holder and bumper, wall type.

444 lever type door holder.

445 lever type door holder.

KH-2 hospital arm type door pull.

G-J F-40 or F-45 door holder.

G-J 1151 plunger type door holder.

TABLE 4. CABINET HARDWARE INCLUDING CABINET HINGES

Materials permitted are ferrous metal, antimonial lead, glass, wood, or plastic for all items except drawer pulls. Drawer pulls may not be of metal.

Finishes permitted are USP, US18A, US2G, enamel.

Cabinet Hinges

Full surface type—(applied on outside of cabinet door) to be made only for flush and $\frac{1}{8}$ " offset doors—Each manufacturer limited to six (6) designs.

Semi-surface type—semiconcealed hinges to be made only for flush doors and doors with $\frac{1}{8}$ " inset—Each manufacturer limited to four (4) designs.

One type in one size of hardware for sectional type overhead doors.

House Door Hangers and Track

One type with wood lined side wall attachment open type track.

One type with wood lined overhead attachment open type track.

One type with formed steel track enclosed type wood lines for overhead attachments in one size.

Folding Partition Door Hardware

One type using hangers at top placed in center of door and no guide track at bottom similar to Richards-Wilcox No. 135.

One type using door supporting rollers at bottom and guide track at top similar to Richards-Wilcox No. 535.

One type with hangers at top placed in center of doors with special operating device, either manually or electrically controlled, similar to Richards-Wilcox No. 405.

Door Hangers other than above

One type of flat steel track hinged hangers in three sizes.

One type of flat steel track rigid hangers in three sizes.

Flat steel track in three sizes as follows: 1" x $\frac{3}{16}$ ", $\frac{1}{4}$ " x $\frac{3}{16}$ ", $\frac{3}{8}$ " x $\frac{3}{16}$ ".

Trolley or formed track, rectangular or round, with removable brackets in five (5) sizes, similar to Richards-Wilcox 31, 30, 232, 33, 533, and suitable hangers for above.

A storm-proof track—each manufacturer limited to one design.

Sliding Door Stay Rollers

Lag screw types, straight and bent.

One type for light doors for side attachment, similar to Richards-Wilcox No. 53.

One type for light doors for floor attachment, similar to Richards-Wilcox No. 54.

One type for heavy doors for side attachment, similar to Richards-Wilcox No. 68.

One type for heavy doors for floor attachment, similar to Richards-Wilcox No. 59, 154.

Sliding Door Guides

Single type guide for light doors, similar to Richards-Wilcox No. 372.

Double and triple type guides for parallel doors similar to Richards-Wilcox Nos. 127 and 172.

One type for light center parting doors similar to Richards-Wilcox No. 271.

One type for heavy center parting doors similar to Richards-Wilcox No. 171.

One type used as end stop similar to Richards-Wilcox No. 572.

One type for sliding-folding doors similar to Richards-Wilcox 771.

Sliding Door Pulls

Extra heavy cast pulls similar to Richards-Wilcox No. 470.

Steel pulls in two sizes, similar to Richards-Wilcox No. 70-1, 70-2.

Die cast pulls primarily for partition doors similar to Richards-Wilcox No. 535-3.

Surface type pulls in two sizes.

Sliding Door Latches

Gravity type, reversible in two sizes with two types of keepers.

Bar type, in two sizes with two types of keepers similar to Richards-Wilcox No. 152.

Reversible flush type similar to Richards-Wilcox No. 520.

Reversible type for light doors similar to Richards-Wilcox No. 325.

Fire Door Hardware

Single sliding door sets using standard hardware with flat or round track for tin clad or steel door, incline or level track.

Center parting sliding door sets using standard hardware with flat or round track for tin clad or steel doors, incline or level track.

Half surface type—for flush doors only—

Each manufacturer limited to three (3) designs.

Knobs and Pulls

Knobs.—Each manufacturer limited to four (4) designs with sizes permitted from $\frac{1}{8}$ " to $\frac{1}{4}$ " inclusive.

Pulls.—Each manufacturer limited to six (6) designs with sizes permitted from $2\frac{1}{2}$ " to $4\frac{1}{2}$ " inclusive. Pulls may not be of metal.

Glass knobs and pulls shall be applied by steel screw or bolt. (No metal bushing or shoulder ferrule permissible).

Cabinet Catches

Friction catches—Each manufacturer limited to three (3) types.

Push button catches and spring catches—Each manufacturer limited to four (4) designs.

Elbow catches—Each manufacturer limited to two (2) designs.

It shall be clearly understood that each manufacturer is limited to the number of designs shown for each item listed above. The manufacturer will not be permitted to make more than one design of a size.

TABLE 5. HYDRAULIC DOOR CLOSERS

Materials permitted for hydraulic door closers are ferrous metals or antimonial lead only.

Finishes permitted are USP, or any lacquer finish.

Types permitted

Sizes permitted

Standard surface type.....B, C, D, E

Underwriter laboratories approved type

with fusible link (one type only).....C, D, E

Hospital room closers (one type only).....D

Brackets; soffit, corner, and

extension.....To fit B, C, D, E

TABLE 6. HANGARS, TRACKS AND RELATED ITEMS

Materials permitted are ferrous metals, or antimonial lead. Zinc die castings may be used where permitted by the Zinc Order M-11-b. Reference to Richards-Wilcox means item numbers in Richards-Wilcox Catalog Number 90.

Finishes permitted are US1B, US2G or US2H.

Each manufacturer will be limited to the designs and quantities shown under the following sub-headings.

Sliding door bumper—Each manufacturer limited to one design. Garage door holder—Each manufacturer limited to one design.

Overhead Door Hardware

Sliding folding door sets using flat steel track for combinations from 2 to 6 doors.

Sliding-folding door sets using formed steel track for combinations from 2 to 10 doors.

One type of weight counterbalanced hardware, for each size of door, for one piece overhead door.

One type of spring counterbalanced hardware for each size of door for one piece overhead door.

Vertical sliding door sets, with standard hardware, using flat track for tin clad or steel doors.

Single swing door sets, using standard hardware, for tin clad or steel doors.

Double swing door sets, using standard hardware, for tin clad or steel doors.

Single swing shutter sets using standard hardware for tin clad or steel shutters.

Double swing shutter sets, using standard hardware, for tin clad or steel shutter.

Trap door sets for light trap doors, using hardware for tin clad or steel doors.

Trap door sets for heavy trap doors using hardware for tin clad or steel doors.

Heavy Industrial Door Hinges

Eight types similar to Richards-Wilcox 434-WA, B, C, CC, D, E, J, K—To have either disc or ball bearings.

TABLE 7. LOCKS AND DOOR TRIM

Materials permitted are ferrous metals, antimonial lead, plastic, pottery and glass. Zinc base die castings and brass will be permitted for cylinder assemblies, and keys of cylinder locks, and for any use permitted by the Copper Order M-9-c and the Zinc Order M-11-b.

Locks furnished keyed alike shall have not more than one key per lock. Other locks shall have not more than two keys per lock. Only three master keys may be furnished with each group of locks when such locks are required to be furnished master-keyed.

Finishes permitted are US1B, US18A, US2G. Where the use of brass is permitted, such brass may be finished US3.

Each manufacturer shall be limited to the number of designs shown under each sub-heading.

NOTE: Federal numbers shown have been taken from Federal Specifications FF-H-106.

Tubular and cylindrical type locksets—Each manufacturer shall be limited to sets of three different roses, three different escutcheons and four types of knobs.

Cylindrical and Tubular Locks and Latches, with comparative functions, may be substituted for mortise locks and latches described hereinafter.

Mortise pin tumbler cylinder, tubular mortise latches and dead locks—Each manufacturer shall be limited to three types; one mortise latch, one dead bolt and one mortise dead latch with auxiliary bolts.

Inside mortise locksets with wrought pendant trim—Each manufacturer shall be limited to three designs of trim.

Mortise locksets, with cast trim—Each manufacturer shall be limited to one design of trim.

Door knobs general—May be ferrous metal, glass, plastic or pottery. Glass knobs shall be limited to using wrought steel shanks.

Roses general—All roses shall be of plain design approximate sizes 1 1/4", 2" and 2 1/8".

Key plates general—Key plates shall be limited to four types, similar to Government specifications FF-H-106, types 350, 350A, 351 and 351 Cast.

Rim knob locks and latches commercial jobbing types—Each manufacturer shall be limited to six catalogue numbers in japanned finish.

Locks general—Locks and latches shall be limited to the following descriptive numbers.

Mortise Knob Locks

1. Mortise latch.

Case—Lacquered wrought steel or japanned iron, approximately 1 1/8" x 3 1/4" x 1/2". Front wrought steel or cast iron, approximately 2 1/8" x 3/4". Steel strike.

Latch.

Bolt wrought steel or cast iron, minimum throw 5/16".

Backset approximately 2 1/2".

2. Mortise latch.

Case—Japanned iron, approximately 1 1/8" x 3 1/4" x 3/16".

Front—Approximately 3 3/8" x 7/8". Strike ferrous metal.

Bolt—Minimum throw 13/32".

Backset—Approximately 2 1/2".

3. Mortise latch, similar to FF-H-106, type 28.

Case—Japanned iron, approximately 2 1/4" x 9/16" x 5/16".

Front—Approximately 4" x 1 1/8". Strike ferrous metal.

Bolt—Minimum throw 1/2".

Backset—Approximately 2 3/4".

Mortise Bit Key Knob Locks

1. Mortise locks similar to FF-H-106 type 4 modified.

Case—Japanned iron, approximately 3 3/8" x 3 1/2" x 1/2".

Bolts—Minimum throw latch 3/8" bolt 3/16".

Tumbler—1.

Backset—Approximately 2 1/2".

Front—5 1/4" x 7/8". Steel strike.

2. Mortise locks, similar to FF-H-106, type 4a.

Case—Japanned iron, approximately 3 3/4" x 3 1/4" x 5/8".

Front—5 1/2" x 7/8". Strike ferrous metal.

Bolts—Minimum throw latch 7/16" bolt 1/4".

Tumbler—3.

Backset—Approximately 2 1/2".

Construction—Double compression easy spring.

3. Mortise lock, similar to FF-H-106, type 7.

Case—Japanned iron, approximately 4 1/4" x 3 3/8" x 5/8".

Front—Approximately 6" x 1". Strike ferrous metal.

Bolts—Minimum throw latch 3/8" bolt 3/16".

Tumbler—3.

Backset—Approximately 2 3/4".

Construction—Double compression easy spring.

Mortise Vestibule Locks

1. Cylinder key type, similar to FF-H-106 type 91.

Case—Japanned iron approximately 4 1/4" x 3 3/8" x 3/4".

Front—Approximately 7" x 1 1/16". Strike ferrous metal.

Bolt—Minimum throw latch 1/2" bolt 1/2".

Backset—Approximately 2 1/2".

Construction—Double compression easy spring.

Operation—Outside by key. Both sides by knobs. Outside knob is set by stops in face.

Office Door Locks

1. Cylinder type, similar to FF-H-106 type 97.

Case—Japanned iron approximately 5" x 3 3/8" x 3/4".

Front—Approximately 7 1/2" x 1 1/16". Strike ferrous metal.

Bolts—Minimum throw 1/2".

Backset—Approximately 2 3/4".

Construction—Double compression easy spring. 1 Cylinder, auxiliary latch bolt.

Operation—Outside by key—both sides by knobs. Outside knob is set by stops in face.

2. Cylinder type, similar to FF-H-106 type 105.

Case—Japanned iron approximately 5" x 4" x 7/8".

Front—Approximately 8" x 1 1/4". Strike ferrous metal.

Bolts—Minimum throw 1/2".

Backset—Approximately 2 3/4".

Construction—Double compression easy spring. 2 cylinders auxiliary latch bolt. No stops in face.

Operation—Inside at all times by knob. Outside at all times by key. Key on inside will set outside knob, outside knob can only be released by key inside.

Mortise Dead Locks

1. Bit key type, similar to FF-H-106 type 38A.

Case—Japanned iron approximately 2 1/2" x 3 1/4" x 5/16".

Front—Approximately 3 3/8" x 1". Strike ferrous metal.

Bolt—Minimum throw 7/16".

Backset—Approximately 2 3/4".

Tumbler—3.

Operation—Bit key both sides.

2. Cylinder type, similar to FF-H-106 type 114 x.

Case—Japanned iron approximately 2 1/2" x 3 1/2" x 1 1/16".

Front—Approximately 4 1/4" x 1 1/16". Strike ferrous metal.

Bolt—Minimum throw 1/2".

Backset—Approximately 2 3/4".

Operation—Cylinder 1 side only. No turn knob.

3. Cylinder type, similar to FF-H-106 type 114.

Case—Japanned iron approximately 2 1/2" x 3 1/2" x 1 1/16".

Front—Approximately 4 1/4" x 1 1/16". Strike ferrous metal.

Bolt—Minimum throw 1/2".

Backset—Approximately 2 3/4".

Operation—Cylinder 1 side, turn knob 1 side.

4. Cylinder type, similar to FF-H-106 type 115.

Case—Japanned iron, approximately 2 1/2" x 3 1/2" x 1 1/16".

Front—Approximately 4 1/4" x 1 1/16". Strike ferrous metal.

Bolt—Minimum throw 1/2".

Backset—Approximately 2 3/4".

Operation—Cylinders both sides.

Mortise Bathroom Locks

1. Bathroom lock, 17A modified.

Case—Japanned iron approximately 3 1/2" x 3 1/8" x 5/16".

Front—Steel, approximately 5 1/4" x 7/8".

Bolts—Iron; minimum throw latch 7/16", bolt 1/2".

Backset—Approximately 2 3/8".

Construction—Free action latch bolt.

Operation—Latch bolt by knobs either side. Dead bolt by turn knob from inside only.

Mortise Communicating Locks

1. Communicating lock, Type 20 modified.

Case—Japanned iron case, approximate 3 3/4" x 3 1/4" x 5/8".

Front—Approximately 5 1/2" x 7/8". Strike ferrous metal.

Bolts—Minimum throw latch 3/8", bolt 3/8".

Backset—Approximately 2 1/2".

Construction—Easy latch, firm knob spring action.

Operation—Latch bolt by knobs either side.

Dead bolts by turn knobs both sides.

Mortise Cylinder Night Latches

1. Cylinder night latch (Mortise).

Case—Japanned iron, approximately 3 1/4" x 3 1/4" x 5/8".

Front—Approximately 4 1/4" x 7/8". Strike ferrous metal.

Bolt—Minimum throw 3/8".

Backset—Approximately 2 1/2".

Construction—Easy spring, compression type on latch.

Operation—Latch bolt by key from outside and turn knob inside. Latch bolt held retracted by stop in face.

2. Cylinder night latch (mortise) similar to FF-H-106 type 111.

Case—Japanned iron, approximately 4 1/8" x 3 13/16" x 3/4".

Front—Approximately 6" x 1 3/16"; Strike ferrous metal.

Bolt—Minimum throw 7/16".

Backset—Approximately 2 3/4".

Construction—Easy spring, compression type on latch. Auxiliary latch to lock latch bolt to prevent its being forced back when door is closed.

Operation—Latch bolt by key from outside and by 2" door knob inside. Latch bolt and auxiliary bolt held retracted by stop in face.

Mortise Asylum Locks

1. The limited number of Asylum locks may be retained as shown in manufacturers' catalogues.

Mortise Bit Key Front Door Locks

1. Bit key front door locks.

Case—Japanned iron, approximately 4 $\frac{1}{2}$ " x 3 $\frac{1}{2}$ " x 11 $\frac{1}{16}$ ".

Front—Wrought steel, approximately 7" x 1". Strike steel.

Bolts—Cast iron, minimum throw, latch 15/32" bolt 7/16".

Backset—Approximately 2 $\frac{1}{2}$ ".

Tumbler—1.

Construction—Easy spring on latch, firm on knob.

Operation—Latch bolt by key outside all times, and by knob from either side, except when outside knob is set by stops in face.

Mortise Locks Fire Door Bearing Underwriters Labels

1. The limited number of locks normally required for fire doors bearing underwriters labels may be retained in manufacturers' catalogues with only those restrictions or limitations previously imposed by other orders.

Mortise Cylinder Front Door Locks

1. Cylinder front door locks, similar to FF-H-106 type 88.

Case—Japanned iron, approximately 5 $\frac{1}{2}$ " x 3 $\frac{1}{2}$ " x $\frac{3}{4}$ ".

Front—Approximately 7 $\frac{1}{2}$ " x 1". Strike ferrous metal.

Bolt—Minimum throw latch $\frac{1}{16}$ " bolt $\frac{1}{2}$ ".

Backset—Approximately 2 $\frac{1}{2}$ ".

Construction—Double compression easy spring.

Operation—Latch bolt by key from outside at all times, and by knobs either side, except when outside knob is set by stops in face. Dead bolts by key from outside and turn knob inside.

Mortise Cylinder Front Door Lock—Type 93, Same as Type 88

Operation—Latch bolt by turn either side; dead bolt by key from outside and turn knob from inside.

Mortise School House Locks

1. Bit key type.

Case—Japanned iron, approximately 5 $\frac{1}{2}$ " x 3 $\frac{1}{2}$ " x $\frac{3}{4}$ ".

Front—Approximately 7 $\frac{1}{2}$ " x 1 $\frac{1}{16}$ ". Strike ferrous metal.

Bolt—Minimum throw $\frac{1}{2}$ ".

Backset—Approximately 2 $\frac{1}{4}$ ".

Tumbler—3.

Construction—Easy spring compression type on latch, auxiliary latch to lock to latch bolt to prevent its being forced back when door is closed.

Operation—Latch bolt by knobs from either side, outside knob is locked or released by key from either side, inside knob operative at all times.

2. Cylinder type school house lock.

Case—Japanned iron, approximately 5" x 3 $\frac{1}{2}$ " x $\frac{3}{4}$ ".

Front—Approximately 7 $\frac{1}{2}$ " x 1 $\frac{1}{16}$ ". Strike ferrous metal.

Bolt—Minimum throw $\frac{1}{2}$ ".

Backset—Approximately 2 $\frac{1}{4}$ ".

Construction—Double compression easy spring, auxiliary latch to lock to latch bolt to prevent its being forced back when door is closed.

Operation—Latch bolt by knobs from either side, outside knob is locked or released by key from either side, inside knob operative at all times.

Rim Knob Latches

1. Rim knob latch, cast iron case, box strike, similar to FF-H-106, Type 80.

Case—Japanned iron, approximately 2 $\frac{3}{4}$ " x 3 $\frac{1}{4}$ " x $\frac{5}{8}$ ".

Backset—Approximately 2 $\frac{3}{4}$ ".

Bolt—Cast iron, minimum throw $\frac{3}{8}$ ".

Operation—By knobs both sides.

2. Rim knob latch with slide bolt.

Case—Japanned iron, approximately 2 $\frac{3}{4}$ " x 3 $\frac{1}{2}$ " x $\frac{5}{8}$ ".

Backset—Approximately 2 $\frac{3}{4}$ ".

Bolt—Cast iron, minimum throw latch $\frac{3}{8}$ " bolt $\frac{5}{8}$ ".

Operation—By knob both sides.

Rim Dead Locks

1. Rim dead locks, cast iron case, box strike. Case—Japanned iron, approximately 2" x 3" x $\frac{5}{8}$ ".

Backset—Approximately 2".

Bolt—Cast iron, minimum throw $\frac{1}{16}$ ".

Operation—By key both sides.

TABLE 8. MISC., SASH, SCREEN, & SHELF HARDWARE

Materials permitted are ferrous metals or antimonial lead only, except that zinc base die castings may be used where permitted by the Zinc Order M-11-b.

Finishes permitted are US1B, US18A, US2G, US18a unsanded.

NOTE: Federal numbers shown have been taken from Federal Specifications FF-H-111.

Item-Description	Similar to—		Sizes
	Fed. No.	or	Mfr's No.
DOUBLE HUNG WINDOW HARDWARE			
Window spring bolt	A1060		3 $\frac{1}{2}$ "
Sash fasteners, cast & wrgt.	1139A		2 $\frac{1}{2}$ ", 2 $\frac{3}{4}$ "
Hook sash lifts, cast & wrgt.	1201A		4"
Bar sash lifts, cast & wrgt.	1219		1 $\frac{1}{4}$ " x 8"
Stop scs. & washers FH scs.	1343		3"
Sash pole hook, cast	1264A		6"
Sash socket		Ives 1800 S, Catalog No. 17.	
Friction springs, similar to type known as "Jiffy Springs."			
TRANSOM HARDWARE			
Transom catch, cast & wrgt.	1097A		1 $\frac{1}{4}$ " x 2", 12", 15"
Transom chains, steel chain minimum tensile strength 300 lbs.	1120A		1 $\frac{1}{4}$ ", 1 $\frac{1}{2}$ ", 2 $\frac{1}{4}$ "
Rabbeted transom sash centers rail thickness.	1114A		1 $\frac{1}{4}$ ", 1 $\frac{1}{2}$ ", 2 $\frac{1}{4}$ "
Sash centers, cast		Corbin 1303, 1304, Catalog No. 28.	
Transom lifters	1190J		
DOOR PULLS			
Push plates, glass & plastic.	463		12" x 3"
Push plates, plastic.	461A		12" x 3 $\frac{1}{2}$ "
Door pulls, cast & wrgt.	1269		
Door pulls, cast & wrgt.	1274		
Door pulls, cast	452		
Door pulls, wrgt.	1276A		
BOLTS			
Barrel bolts, cast & wrgt.	1019B		2", 2 $\frac{1}{2}$ ", 3", 4", 5", 6"
Chain bolts round & square cast & wrgt.	1022B		3", 6", 8", 10"
Foot bolts, round & square cast & wrgt.	1049A & B		3", 6", 8", 10"
Extension bolts, wrught or cast.	1044		1 $\frac{1}{4}$ " wide
Cane bolts, cast & wrgt.	1051A		12", 18", 24"
Mortise bolt	1053A		1 $\frac{1}{2}$ ", backset
Square bolt cast & wrgt.	1059		6", 8"
Surface bolts cast & wrgt.	1060A		3 $\frac{1}{2}$ " x 3", 4", 6"
Surface bolts, cast & wrgt.		Stanley 381, Catalog No. 61.	3 $\frac{1}{2}$ x 6", 9", 12"
Flush bolts		Stanley 393 $\frac{1}{2}$, Catalog No. 61.	3 $\frac{1}{2}$ " x 6"
Flush bolts		Stanley 394, Catalog No. 61.	3 $\frac{1}{2}$ " x 4"
Bolts cremona	1028A		
Hooks & eyes	1601C		11 $\frac{1}{2}$ ", 2", 2 $\frac{1}{2}$ ", 3", 4"
Door buttons, cast & wrgt.	1069		11 $\frac{1}{2}$ ", 13", 2"
Cane bolts			3 $\frac{1}{2}$ " x 20", 1" x 30"
Screen latch cast & wrgt. rim	1086	Champion 4110.	
Screen latch cast & wrgt. mortise.		Champion 4120.	Catalog No. 18
SCREEN DOOR SPRINGS			
Perfection spring, Nos. 2 to 6 inclusive, with double wire loop ends			
Screen door hinges		Bommer 2100, 2200, 960, 970.	Catalog No. 63
Coil springs		Stanley Catalog 1751, No. 61.	3 x 3
SCREEN WINDOW & STORM SASH HANGERS			
Hangers in pair with screws, wrgt.	1825, 1825B, 1826, 1830.	Stanley 1717.	
Hangers in pairs with screws, wrgt. ste.		Stanley 1732.	Catalog No. 61
SCREEN LATCHES			
Screen latch surface-cylindrical or tubular.		Ives 90100, Catalog No. 17, Champion 4150, Catalog No. 61.	
Door fasteners with chain, cast and wrgt. about.	1118A		4"
Thumb latch	1189A		
Screen lift	A1223A		
House numbers, glass, plastic, or wood.		Champion 1G, Catalog No. 18.	3"

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SPRING HINGES

Item-Description	Similar to—		Sizes	Type numbers permitted	Description
	Fed. No.	or	Man's No.		
STORM SASH HARDWARE	1600.		Lawrence 1150, Catalog No. 19, Stanley 1227, Catalog No. 61.		Bommer numbers, Catalog number 63
Storm and screen adjuster and fastener, set, consisting of one pair of fasteners and one pull.					Double acting spring hinges, hanging strip required, sizes 3' 4" 6' 7" 8' 10' 12'.
CASEMENT WINDOW HARDWARE	1002A.		Champion 7210, Catalog No. 18, Payson 39, Catalog No. 240, Shelby, Catalog No. 4110 8001, Ives 36070, Catalog No. 17, Yale 1067, Catalog No. 28, Ives 06900, Catalog No. 17, Ives 17136, Catalog No. 17.	10", 12", 8",	Double acting spring hinges, no hanging strip required, sizes 8' 4" 6' 7" 8' 10'.
Adjuster; rod & thumb nut cast & wrought.					Single acting spring hinges, hanging strip required, sizes 3' 4" 6' 7" 8' 10'.
Adjuster; plate on sill with slot.					Single acting spring hinges, no hanging strip required, sizes 3' 4" 6' 7" 8' 10'.
Friction stay.					With one clamp flange, hanging strip required, double action furnished in 8", 10", & 12".
Closer.					Spring gate pivot, cast iron or wrought steel, minimum diameter of cap 14", floor surface, spring hinge horizontal type, furnished in steel only for doors 1 1/8" to 2 1/4" thick as required.
Casement fastener, cast & wrought.					Commercial floor surface spring horizontal type, for doors 1 1/4" to 1 1/2" thick.
Casement fastener, cast & wrought.					Vertical spring pivot floor hinge—release type, Bommer Type 20, for doors 1 1/8" to 1 1/4" thick.

TABLE 9. NIGHT LATCHES AND DEADLOCK.

Materials permitted are ferrous metal or antimonial lead only, except that brass may be used where permitted under the Copper Order M-9-c as Amended. All flat strikes shall be eliminated except when ordered separately.

Locks furnished keyed alike shall have not more than one key per lock. Other locks shall have not more than two keys per lock. Only three master keys may be furnished with each group of locks when such locks are required to be furnished master-keyed. All metallic finishes shall be eliminated.

The manufacture of the following types shall be permitted.

One catalog number disc tumbler tubular rim latch, in black finish, with rim strike only.

One catalog number narrow backset, disc tumbler, separate cylinder, rim night latch, in black finish, with rim strike only.

One catalog number narrow backset, pin tumbler cylinder, rim night latch, in black finish, similar to Government Type 134, with rim strike only.

Two catalog numbers standard 2 3/8" backset, pin tumbler cylinder, rim night latch, with rim strike only.

One catalog number standard 2 3/8" backset, pin tumbler cylinder, rim latch, with rim strike only.

surface screws and manually operated dead-latch, in black finish, with rim strike only. One catalog number standard 2 3/8" backset, square bolt type pin tumbler cylinder rim deadlock, approximate size 2 3/8" x 3 5/8" x 1 3/16", in black finish, with rim strike only.

One catalog number Jimmy-resisting deadlocks without chain attachment, with rim strike only.

One catalog number Jimmy-resisting deadlocks with double cylinders, with rim strike only.

One catalog number lock without chain attachment, with rim strike only.

One catalog number lock with double cylinders, with rim strike only.

One catalog number narrow backset, disc tumbler, separate cylinder, rim night latch, in black finish, with rim strike only.

One catalog number narrow backset, pin tumbler cylinder, rim night latch, in black finish, similar to Government Type 134, with rim strike only.

One catalog number standard 2 3/8" backset, pin tumbler cylinder, rim night latch, with rim strike only.

One catalog number standard 2 3/8" backset, pin tumbler cylinder, rim latch, with rim strike only.

TABLE 10. SPRING HINGES.

Numbers shown refer to designs of items only, materials and finishes permitted are as follows:

All items shall be ferrous metal or antimonial lead except that the use of brass will be permitted in the manufacture of those butts and hinges permitted under the terms of Copper Order M-9-c Amended.

Where the use of brass is permitted, such brass may be finished USS or US4, all other items shall be finished US1B, US18A unsanded, USP, US2G.

The following type numbers have been taken from catalog of Bommer Spring Hinge Company, Catalog Number 63, for use as a guide, similar products of any other manufacturer will be permitted.

TABLE 11. LAVATORY DOOR HARDWARE.

Numbers shown refer to designs of items only, materials and finishes permitted are as follows:

All items shall be ferrous metal or antimonial lead except that the use of brass will be permitted in the manufacture of those items permitted under the terms of Copper Order M-9-c Amended.

Note.—Federal numbers shown have been taken from Federal Specifications FF-H-136.

Laundry Staff Fitting.—The production of the following types is prohibited: Bommer Catalog No. 63; Nos. 1135, 1136, 1133, 1134, 1144, 1 1/8" tubing.

Type numbers permitted	Bommer numbers, catalog number 63	Federal type No.	Description	
			Single action spring hinge, with hanging stile 2 adjustable clamp flanges reverse spring.	Springless hinge.
1001.	01001.	4101.	Single action spring hinge, with hanging stile 2 adjustable clamp flanges reverse spring.	Springless hinge.
1002.	01002.	4102.	Single action spring hinge, without hanging stile with reverse spring.	Springless hinge.
1003.	01003.	4103.	Spring hinge, for wall end partition reverse spring.	Springless hinge.
1004.	01004.	4104.	Spring hinge, for partition reverse spring.	Springless hinge.
1005.	01005.	4105.	Spring hinge, for hanging stile.	Springless hinge.
1334.	01334.	4200.	Gravity pivot, diameter of housing not less than 1 1/4", rim latch and keeper, with bay 3 1/4" long.	Partitions will be supplied as specified, depending on construction of partitions.
1330.	01330.			Lavatory surface spring hinge.
1011.	01011.			Lavatory spring hinge.
1070.	01072.	41073.	1074.	Lavatory strikes and keepers for wood partitions.
1051.	01053.	41055.		Lavatory strikes and keepers for hanging stile.
1065.	01066.	41067.		Lavatory strikes and keepers for partitions without hanging stile.
5000.	5003.	5008.	5009.	Throw latch, bar not less than 4" with strike and keeper for hanging stile.
5010.	5010.			Rim bolt.
				Mortise bolt.

TABLE 12. PANIC BOLTS

Materials permitted are ferrous metals or antimonial lead only, except that the use of brass or zinc base die casting will be permitted for cylinder assemblies and keys of cylinder locks, and for any uses permitted by Copper Order M-9-c or Zinc Order M-11-b.

Locks furnished keyed alike shall have not more than one key per lock. Other locks shall have not more than two keys per lock. Only three master keys may be furnished with each group of locks when such locks are required to be furnished master-keyed.

Finishes permitted are US1B, US18A.

Each manufacturer shall be limited to three designs in trim.

Panic or exist bolts shall be limited to the following descriptive numbers.

Paddle Release Types

- (A) Rim lock, for single doors.
- (B) Mortise lock, for single doors.
- (C) Automatic exist fixture with top and bottom bolt latch.

Bar Release Type

- (D) Rim lock.
- (E) Mortise lock.
- (F) Automatic Exit Fixture with top and bottom bolt latch, or gravity type.

Entrance doors may be equipped with knob and escutcheon or grip and thumbpiece.

Auxiliary latch permitted.

Bar lock permitted.

The cross bar shall be of the single bar type.

TABLE 13. SASH BALANCES

Sash balances must be of single coiled spring (clock spring) type with suspension tape, or twin coiled spring "flat" type with suspension cables, or single helical-spring "vertical" type with or without tubular housing. Springs may be high-carbon steel uniformly tempered. The single coiled-spring type must have pressed steel or cast iron case and front for mounting in mortise in the window frame. The twin coiled-spring type must have a pressed steel case for mounting flatwise in the cutout in the window frame.

Materials permitted are ferrous metals or antimonial lead only. Finishes permitted are "non-metallic" finishes only.

Coiled spring type balances may be made in two types:

- (a) Using suspension tape.
- (b) Using wire cable.

They may be made in adjustable or non-adjustable types.

Coiled spring (adjustable type) and vertical type sash balances may be made as stock items in the following weight capacities:

4 to 6 lbs.	22 to 26 lbs.
6 to 8 lbs.	26 to 30 lbs.
8 to 10 lbs.	30 to 38 lbs.
10 to 14 lbs.	38 to 46 lbs.
14 to 18 lbs.	46 to 54 lbs.
18 to 22 lbs.	

TABLE 14. CABINET LOCKS

Materials permitted for cabinet locks are ferrous metal or antimonial lead only, except that zinc base die casting or brass may be used for cylinder assemblies and keys of pin or disc tumbler locks.

Locks furnished keyed alike shall have not more than one key per lock. Other locks shall have not more than two keys per lock. Only three master keys may be furnished with each group of locks when such locks are required to be furnished master-keyed.

Finishes permitted are US1B, US18A, US2G. Where the use of brass is permitted, such brass may be finished US3.

Pin tumbler chest locks—Each manufacturer limited to one design only.

Combination chest locks—Each manufacturer limited to one design only.

Flat keyed, secure lever chest locks—Each manufacturer limited to three (3) designs, approximate sizes $1\frac{1}{4}'' \times 1\frac{1}{2}''$ for $\frac{1}{2}''$ wood; $1\frac{1}{2}'' \times 2''$ for $\frac{3}{4}''$ wood; $1\frac{1}{4}'' \times 2\frac{1}{2}''$ for $\frac{7}{8}''$ wood.

Secure lever, single and double bitted, barrel key chest locks—Each manufacturer limited to four (4) designs, approximate sizes for double bitted key $2\frac{1}{2}'' \times 1\frac{1}{16}''$; $4'' \times 2\frac{13}{16}''$, sizes for single bitted key $1\frac{1}{2}'' \times 1\frac{1}{8}''$; $3'' \times 1\frac{13}{16}''$.

Double link, warded, barrel key, chest locks—Each manufacturer limited to three (3) designs, approximate sizes $2'' \times 1\frac{1}{4}''$; $2\frac{1}{2}'' \times 1\frac{9}{16}''$; $3'' \times 2''$.

Single link, warded, barrel key chest locks—Each manufacturer limited to three (3) designs, approximate sizes $1\frac{1}{2}'' \times 1\frac{3}{16}''$; $2'' \times 1\frac{1}{16}''$; $3'' \times 1\frac{9}{16}''$.

Half-mortise, secure lever desk locks—Each manufacturer limited to one design only.

Pin tumbler, small cylinder, half mortise drawer locks—Each manufacturer limited to one design with deadbolt approximately $2'' \times 1\frac{9}{16}''$.

Disc tumbler, dead bolt, surface type drawer locks—Each manufacturer limited to one design only.

Disc tumbler, dead bolt, half mortise drawer locks—Each manufacturer limited to one design only.

Flat key, secure lever, half mortise, dead bolt drawer locks—Each manufacturer limited to two (2) designs, approximate sizes $1\frac{1}{8}'' \times 1\frac{7}{16}''$; $2'' \times 1\frac{11}{16}''$.

Flat key, secure lever, surface type drawer locks—Each manufacturer limited to two (2) designs, approximate size $1\frac{1}{8}'' \times 1\frac{1}{8}''$.

Half mortise, warded, barrel key drawer locks—Each manufacturer limited to four (4) designs, approximate sizes $1\frac{1}{2}'' \times 1\frac{1}{8}''$; $2'' \times 1\frac{1}{16}''$; $2\frac{1}{2}'' \times 1\frac{3}{4}''$; $2\frac{1}{2}'' \times 2''$; $2\frac{1}{2}'' \times 2\frac{3}{8}''$.

Pin tumbler, surface type, locker and wardrobe locks—Each manufacturer limited to one design, approximate size $1\frac{1}{8}'' \times 1\frac{1}{4}''$ with a $\frac{1}{8}''$ or $\frac{1}{4}''$ cylinder.

Flat key, secure lever, surface type, locker and wardrobe locks—Each manufacturer limited to four (4) designs, approximate sizes $1\frac{1}{8}'' \times 1\frac{1}{8}''$; $2\frac{1}{2}'' \times 1\frac{1}{4}''$; $3'' \times 1\frac{1}{4}''$; $2\frac{1}{2}'' \times 1\frac{11}{16}''$.

Disc tumbler, surface type, locker and wardrobe locks—Each manufacturer limited to one design only.

Barrel key, warded, surface type, locker and wardrobe locks—Each manufacturer limited to four (4) designs, approximate sizes $1\frac{1}{8}'' \times 1\frac{1}{8}''$; $2\frac{1}{2}'' \times 1\frac{1}{4}''$; $3'' \times 1\frac{1}{4}''$; $2\frac{1}{2}'' \times 2''$.

Pin tumbler, half mortise, small cylinder cupboard locks—Each manufacturer limited to two (2) designs, approximate sizes $2'' \times 1\frac{1}{8}''$ with $\frac{1}{4}''$ backset (dead bolt); $2'' \times 1\frac{1}{8}''$ with $\frac{3}{4}''$ backset (spring bolt).

Disc tumbler, half mortise cupboard locks—Each manufacturer limited to one design only, approximate size $2'' \times 1\frac{1}{8}''$.

Full mortise, barrel key, warded cupboard locks—Each manufacturer limited to three (3) designs, approximate sizes $\frac{1}{16}'' \times 2\frac{3}{8}''$ with $\frac{1}{2}''$ drop; $\frac{1}{16}'' \times 2\frac{3}{8}''$ with $\frac{1}{8}''$ drop; $\frac{1}{16}'' \times 2\frac{3}{8}''$ with $\frac{1}{8}''$ drop.

It shall be clearly understood that each manufacturer is limited to the number of designs shown for each item listed above. The manufacturer will not be permitted to make more than one design of a size.

TABLE 15. PADLOCKS

Materials permitted are steel, cast iron, antimonial lead, malleable iron, brass or zinc. The use of brass will be permitted only for cylinder assemblies (not including cases) and levers for lever tumbler and disc tumbler locks. The use of zinc will be permitted only for cylinder assemblies and levers for lever tumbler and disc tumbler locks and cases of

locks when such locks are purchased by or for the Army, Navy, Maritime Commission of the United States or the War Shipping Administration.

Locks furnished keyed alike shall have not more than one key per lock. Other locks shall have not more than two keys per lock. Only three master keys may be furnished with each group of locks when such locks are required to be furnished master-keyed.

Finishes permitted are US18A, US2G, lacquer finish, US3 or US4, on only those locks where brass cases are used in accordance with above restrictions.

Combination padlocks—One number, three sizes, $1\frac{1}{2}''$ to $2''$.

Pin tumbler padlocks with brass cylinder assembly—One number, four sizes $1\frac{1}{8}''$, $1\frac{1}{2}''$, $1\frac{3}{4}''$ and $2''$.

Die cast or steel pin tumbler padlocks with die cast cylinder—One number, 3 sizes, $1''$ to $1\frac{1}{4}''$.

Wrought steel, pin tumbler padlock—One number, Size $1\frac{1}{2}''$.

Cast iron, pull down type, pin tumbler padlocks—One number, one size, $2''$.

Wrought steel, capped, warded padlocks—One number, three sizes, $\frac{1}{8}''$ to $1\frac{1}{4}''$.

Wrought steel warded or ward lever padlocks—One number, three sizes, $1''$ to $1\frac{1}{4}''$.

Wrought steel, warded, spring or bolt spring padlocks—One number, four sizes, $\frac{5}{8}''$ to $2''$.

Wrought steel, 6 hook lever tumblers—One number, one size, $2''$.

Cast iron, warded padlocks—One number, three sizes, $1\frac{1}{2}''$ to $2''$.

Die cast disc tumbler padlocks—One number, three sizes, $1''$ to $1\frac{1}{4}''$.

Laminated steel, warded or disc tumbler padlocks—Two numbers, three sizes, $1\frac{1}{8}''$ to $1\frac{3}{4}''$.

Wrought steel, lever tumbler, "hose house" padlocks—One number, one size.

Ratchet shackle padlock—One number, one size.

Special shackles may be furnished on order. Chains may be supplied on order.

[F. R. Doc. 42-13034; Filed, December 9, 1942; 10:47 a. m.]

Chapter XI—Office of Price Administration

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 229, Amendment 4]

RETAIL AND WHOLESALE PRICES FOR VICTORY LINE WATERPROOF RUBBER FOOTWEAR

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Paragraphs (a) in both §§ 1315.1701 and 1315.1707 are amended; two new §§ 1315.1704a and 1315.1706a are added; the price for men's molded clogs set forth in § 1315.1713 is amended, all to read as set forth below; and §§ 1499.7 and 1499.13 of the General Maximum Price Regulation quoted in § 1315.1714 are deleted.

§ 1315.1701 *Applicability of this Maximum Price Regulation No. 229—(a)* What waterproof rubber footwear must be priced under this regulation. This regulation applies to waterproof rubber footwear produced in the continental United States or the District of Columbia.

*Copies may be obtained from the Office of Price Administration.

¹7 F.R. 7740, 7738, 8701, 8936.

on and after February 11, 1942 (the effective date of War Production Board Supplementary Order No. M-15-b-1) which will be called "victory line footwear" in this regulation.

§ 1315.1704a Federal and state taxes. Any tax upon, or incident to, the sale, delivery, or processing of victory line footwear imposed by any statute of the United States or statute or ordinance of any state or subdivision thereof, shall be treated as follows in determining the seller's maximum price: If the statute or ordinance imposing such tax does not prohibit the seller from stating and collecting the tax separately from the purchase price, and the seller does separately state it, the seller may collect, in addition to the maximum price, the amount of the tax actually paid by him or an amount equal to the amount of tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased.

§ 1315.1706a Posting and filing of maximum prices for sales of victory line footwear at retail. (a) On and after December 14, 1942, every person offering to sell victory line footwear at retail shall mark the maximum price of such commodity in a manner plainly visible to, and understandable by, the purchasing public. The maximum price may be marked on the commodity itself or on the shelf, bin, rack, or other holder or container upon or in which the commodity is kept, or it may be posted at the place in the business establishment where the commodity is offered for sale: *Provided*, That whichever of the above methods of posting is adopted, the maximum price of each type of victory line footwear offered for sale shall be plainly visible to the purchaser at the place in the business establishment where victory line footwear is offered for sale, and shall not be obscured by the posted prices of other commodities, whether by use of price books or catalogs or layers of price lists or otherwise or in any other manner. The maximum price shall be stated as follows: "Ceiling price \$—;" or "Our ceiling \$—."

(1) Every seller making retail sales on the basis of orders received by mail shall post or mark his maximum price in all catalogs, flyers, leaflets, circulars, booklets, lists or other printed or similar matter issued and distributed by him after the effective date of this amendment for the purpose of obtaining mail orders. One of the following methods of posting or marking shall be used:

(i) State the maximum price for each cost-of-living commodity listed in each of the publications described above at the place in the publication where such commodity is listed. The maximum price shall be stated substantially as follows: "Ceiling price \$—;" or "Our ceiling price \$—;" or,

(ii) Print on the front cover of all catalogs, flyers, leaflets, circulars or booklets, or the front page of all lists or publications not having a cover, at the time they are issued, substantially the following statement signed with the name of the seller:

NOTICE TO CUSTOMERS

No price for any article listed or described herein exceeds the ceiling price for that article as determined under the applicable maximum price regulation issued by the Office of Price Administration. As required by that Office, we will, upon request, furnish you with a statement of our maximum prices on any of the commodities listed about which you inquire.

(Signed) -----

Any seller using this method, shall upon request, furnish a statement of the maximum prices for any commodities listed or described in the publication and about which the customer inquires.

(2) Any seller making retail sales by mail may apply to the Office of Price Administration for permission to deviate from the requirements in subparagraph (1). The application shall state why such requirements are inequitable or inappropriate as applied to the applicant's business, and shall show that the requested method of posting is substantially in line with the requirements of posting for mail order sellers set forth in subparagraph (1).

(b) On or before January 10, 1943, every person offering to sell victory line footwear at retail shall file with the appropriate War Price and Rationing Board of the Office of Price Administration a statement showing his maximum price for each such commodity, together with an appropriate description or identification of it. Such statement shall be kept up to date by such person by filing on the tenth day of every succeeding month a statement of his maximum price for any type of victory line footwear newly offered for sale during the previous month, together with an appropriate description or identification thereof.

§ 1315.1707 Relation between Maximum Price Regulation No. 229 and the General Maximum Price Regulation.

(a) * * *

(1) Transfers of business or stock in trade (§ 1499.5).

(2) Sales for export (§ 1499.6).

(3) Sales slips and receipts (§ 1499.14).

(4) Applications for adjustment (§ 1499.18 (a) and (b)).

(5) Petitions for amendment (§ 1499-19).

§ 1315.1713 Appendix A: Table of maximum prices per pair of victory line footwear.

Type	Sales at whole sale	Sales at retail				
		Class I	Class II	Class III	Class IV	Class V
Rubbers, special construction						
Men's clog, molded	70	1.05	.99	.94	.89	.84
	*	*	*	*	*	*

§ 1315.1712a Effective dates of amendments.

(d) Amendment No. 4 (§§ 1315.1701 (a); 1315.1704a; 1315.1706a; 1315.1707 (a); 1315.1713; 1315.1714) to Maximum Price Regulation No. 229 shall become effective December 14, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13010; Filed, December 8, 1942;
1:58 p. m.]

PART 1382—HARDWOOD LUMBER [MPR 281]

NAVY OAK SHIP STOCK

In the judgment of the Price Administrator the maximum prices for Navy oak ship stock which previously have been established under the General Maximum Price Regulation in certain areas, and under the various specific hardwood lumber regulations in other areas, should be put under one comprehensive specific dollars and cents maximum price regulation. In issuing this regulation, the Price Administrator has ascertained and given due consideration to the prices of Navy oak ship stock prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as practicable the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation. In the judgment of the Price Administrator the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended, and Executive Order No. 9250, Maximum Price Regulation 281—Navy Oak Ship Stock is hereby issued.

Sec.

1382.201	Sales of Navy oak ship stock at higher than maximum prices prohibited.
1382.202	To what transactions, products, and persons this regulation applies.
1382.203	How to figure delivered prices.
1382.204	What the invoice must contain.
1382.205	Prohibited practices.
1382.206	Relation to other regulations.
1382.207	Petitions for adjustment and amendment.
1382.208	Records and reports.
1382.209	Enforcement and licensing.
1382.210	Geographic applicability.
1382.211	Effective date.
1382.212	Appendix A: Maximum prices for Navy oak ship stock.

AUTHORITY: §§ 1382.201 to 1382.212, inclusive, issued under Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871.

§ 1382.201 Sales of Navy oak ship stock at higher than maximum prices prohibited. (a) On and after December 14, 1942, regardless of any contract or other obligation, no person shall sell or deliver and no person shall buy or receive in the course of trade or business, any Navy oak ship stock at prices higher than the maximum prices fixed by this regulation, and no person shall agree, offer or at-

*Copies may be obtained from the Office of Price Administration.

tempt to do any of the foregoing; *Provided*, That deliveries may be made up to January 1, 1943 under contracts made subsequent to November 1, 1942 and prior to December 14, 1942 at maximum prices authorized for particular mills by the Office of Price Administration. The maximum f. o. b. mill prices are set forth in Appendix A (§ 1382.212 below).

(b) Prices lower than the maximum prices may, of course, be charged and paid.

§ 1382.202 *To what transactions, products, and persons this regulation applies*—(a) *What transactions are covered*. The maximum prices established by this regulation apply to all sales and deliveries of Navy oak ship stock whether made by mills, wholesalers, commission men, or any other persons. The application of the regulation is not limited to direct mill shipments as is the case in many lumber regulations.

(b) *What products are covered*. This regulation covers all oak ship stock in the grades named in the price tables in Appendix A, (§ 1382.211 below) wherever manufactured.

All grades have the specifications prescribed by the United States Navy Department.

(c) *What persons are covered*. Any person who makes the kind of sale covered by this regulation is subject to it. The term "person" includes an individual, corporation, partnership, association, or any other organized group; their legal successors or representatives; the United States, or any government, or any of its political subdivisions; or any agency of any of the foregoing.

§ 1382.203 *How to figure delivered prices*—(a) *Transportation addition*. The transportation charges set forth below may be added to the maximum f. o. b. mill prices set forth in Appendix A (§ 1382.211 below):

(1) *Common or contract carrier*. The amount added for transportation must not be more than the amount actually paid to the common or contract carrier, evened out to the nearest quarter-dollar per M'. Estimated weights may not be used.

(2) *Private truck*. When shipment is by truck owned or controlled by the seller, the amount added for transportation may not be more than the actual cost to the seller of delivery by truck; and, no matter what the actual cost is, the amount added may not be more than the railroad charge at the carload rate for the most similar haul. However, if the railroad charge is less than \$1.50, and if the actual cost of delivery is more than \$1.50, a transportation charge of \$1.50 may be made. In any event, if the actual cost is less than the railroad carload charge, or less than \$1.50, only the actual cost may be added.

(3) *Trucking to railhead*. When a truck haul precedes rail shipment, as where a mill located away from a railhead hauls lumber by truck to the railhead, no addition may be made for the truck haul. However, in the following three cases a mill may apply for special permission to make an addition:

(i) Where the mill was located away from rail connections because it specialized in water-borne lumber, and where shortage of shipping has forced it to operate by rail;

(ii) Where the mill prior to the shortage of tires and gasoline shipped lumber to the particular final destination principally by all-truck haul, and now wishes to convert to truck-and-rail haul to save tires and gasoline;

(iii) Where a mill's rail connection has been abandoned since September 5, 1941.

The application should be made by letter to the Lumber Branch of the Office of Price Administration, Washington, D. C. The addition may not be made on quotations or sales until permission has been received.

(4) *Truck delivery after rail haul*. When truck delivery follows a rail haul, the actual cost of truck delivery may be added.

(5) *All-truck haul*. When an all-truck haul ends in delivery to the job site, no special addition may be made above the charges provided in subparagraphs (1) and (2) of this paragraph, since in this case delivery to the job site involves no extra expense.

§ 1382.204 *What the invoice must contain*—(a) *General*. Because of the large number of possible additions to the basic f. o. b. mill prices, it is necessary that some of them be separately shown on the invoice; otherwise the purchaser and the Office of Price Administration could not tell, in many cases, whether a price which appeared to be above the ceiling was legal or not.

Failure to invoice properly is just as much a violation of this regulation as charging an excessive price.

(b) *Basic price*. All invoices must contain a sufficiently complete description of the lumber to show whether the price is proper or not. Any working, specification, quantity, or extra which affects the maximum price must be mentioned in the description. The amount added does not have to be separately shown, except in a few special cases which are specifically mentioned in paragraph (d) below.

(c) *Transportation charges*. In delivered sales, the invoice must contain: (1) the point of origin of the shipment; (2) the destination; (3) the rail or truck rate (or, if a private truck is used, the amount added for transportation); (4) the words "Direct-mill shipment".

(d) *Delivery, and custom kiln drying charges*. Any separate charge which the seller is permitted to make for the following must be separately shown on the invoice: (1) truck delivery before or after rail haul; (2) custom kiln drying. The invoice of the custom kiln must be attached to the lumber invoice of the seller.

§ 1382.205 *Prohibited practices*—(a) *General*. Any practice which is a device to get the effect of a higher-than-ceiling price without actually raising the price is as much a violation of this regulation as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying-agreements, trade understandings and the like.

(b) *Specific practices*. The following are among the specific practices prohibited:

(1) Getting the effect of a higher price by changing credit practices or cash discounts from what they were in October

1941. This includes reducing the cash discount period, decreasing credit periods, or making greater charges for extension of credit.

(2) Refusing, without good reason, to ship except in small quantities, or under other circumstances which bring the seller an extra return.

(3) Refusing, without good reason, to ship lumber in grades specified in the regulation.

(4) Wrongly grading or invoicing lumber in any way.

§ 1382.206 *Relation to other regulations*—(a) *Applicability of existing maximum price regulations*. The provisions of this Maximum Price Regulation No. 281 supersede the provisions of all existing regulations, including specific hardwood regulations and the General Maximum Price Regulation,¹ relating to the grades and items of lumber covered by this regulation. All specific prices for any of the grades or items of lumber covered by this regulation which previously have been authorized for particular mills under any of the special grade provisions of existing lumber maximum price regulations are hereby revoked, and such prices are superseded by the maximum prices established by this Maximum Price Regulation No. 281 except as provided in § 1382.201 (a) above.

(b) *Maximum Export Price Regulation*.² The maximum prices for export sales of Navy oak ship stock are covered by the Revised Export Maximum Price Regulation.

§ 1382.207 *Petitions for adjustment and amendment*—(a) *Government contracts*. (1) The term "government contract" is here used to include any contract with the United States of America or any of its agencies, or with the government or any governmental agency of any country whose defense the President deems vital to the defense of the United States, under the terms of the Act of March 11, 1941, entitled "An Act to Promote the defense of the United States". It also includes any subcontract under this kind of contract.

(2) Any person who has made or intends to make a "government contract" and who thinks that a maximum price in this regulation is impeding or threatens to impede production of lumber which is essential to the war program and which is or will be the subject of the contract, may file an application for adjustment in accordance with Procedural Regulation No. 6.

(3) As soon as the application is filed, deliveries and payments may be made at the requested price, subject to refund if the requested price is disapproved or lowered. The seller must tell the buyer that the delivery is made subject to this refund.

(b) *Petitions for amendment*. Any person seeking an amendment of any provision of this regulation, may file a petition for amendment in accordance

¹ 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5565, 5484, 5775, 5784, 5783, 6058, 6081, 6007, 6216, 6615, 6794, 6939, 7093, 7322, 7454, 7758, 7913, 8431, 8881, 9004, 8942, 9435, 9615, 9616.

² 7 F.R. 5059, 7242, 8829, 9000.

with the provisions of Revised Procedural Regulation No. 1,² issued by the Office of Price Administration.

§ 1382.208 Records and reports—(a) Records. All sellers of navy oak ship stock must keep records which will show a complete description of the item of lumber sold, the name and address of the buyer, the date of the sale and the price. Buyers must keep similar records, including the name and address of the seller. These records must be kept for any month in which the seller or buyer sold or bought \$500.00 worth or more of oak ship timber. They must be kept for two years, for inspection by the Office of Price Administration.

Any records which the Office of Price Administration later requires must also be kept.

(b) Reports. Any reports that the Office of Price Administration requires must be submitted.

§ 1382.209 Enforcement and licensing.

(a) Persons violating any provision of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for revocation of licenses provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this regulation or of any other regulation or order issued by the Office of Price Administration are urged to communicate with the nearest field, state, or regional office of the Office of Price Administration or its principal office in Washington, D. C.

(c) War procurement agencies and their contracting or paying finance officers are not subject to any liability, civil or criminal, imposed by this regulation. "War procurement agencies" include the War Department, the Department of the Navy, the United States Maritime Commission and the Lend-Lease Section in the Procurement Division of the Treasury Department, or any of their agencies.

(d) The provisions of Supplementary Order No. 18 (§ 1305.22) licensing persons selling lumber, lumber products, or building materials, are applicable to every person, except mills making sales of Navy oak ship stock for which maximum prices are established by this regulation. This order, in brief, provides that a license is necessary, except for mills to make sales under this regulation. A license is automatically granted to all sellers required to be licensed. It is not necessary to apply specially for the license, but a registration may later be required. The Emergency Price Control Act of 1942 and Supplementary Order 18 tell the circumstances under which licenses may be suspended. A license cannot be transferred.

§ 1382.210 Geographic applicability. The provisions of this Maximum Price Regulation No. 281 shall apply to the forty-eight states of the United States and the District of Columbia.

§ 1382.211 Effective date. (a) This Maximum Price Regulation No. 281 (§§ 1382.201 to 1382.212, inclusive) shall become effective December 14, 1942.

(b) If Navy oak ship stock has been received before December 14, 1942, by a carrier other than one owned or controlled by the seller, for shipment to a

buyer, that shipment is not subject to this regulation. It remains subject to the terms of any regulation (whether the General Maximum Price Regulation,⁴ or a specific hardwood maximum price regulation) which covered it at the time the stock was turned over to the carrier.

** Supra.*

§ 1382.212 Appendix A: Maximum prices for Navy oak ship stock. (a) The maximum prices for Navy oak ship stock are as set forth below. These prices are f. o. b. mill for 1,000 ft. of Navy oak ship stock, in the grade specifications of the United States Navy Department.

(1) Select car stock.

(1) WHITE OAK SELECT CAR STOCK

Size (inches)	Lengths (feet) 10 and 12	14	16	18	20	22	24	26	28	30	32	34	36	38	40
2 x 4.....	\$75	\$77	\$81	\$86	\$91	\$101	\$111	\$126	\$146	\$171	\$198	\$227	\$258	\$291	\$326
2 x 6.....	69	71	75	80	85	95	105	120	140	165	192	221	252	285	320
2 x 8.....	70	72	76	81	86	96	106	121	141	166	193	222	253	286	321
2 x 10.....	75	77	81	86	91	96	106	111	126	146	171	198	227	258	291
2 x 12.....	80	82	86	91	96	106	116	131	151	176	203	232	263	296	331
2 x 14.....	83	85	89	94	99	109	119	134	154	179	206	235	266	299	334
2 x 16.....	88	90	94	99	104	114	124	139	159	184	211	240	271	304	339
2 x 18.....	99	101	105	110	115	125	135	150	170	195	222	251	282	315	350
3 x 6.....	75	77	81	86	91	101	111	126	146	171	198	227	258	291	326
3 x 8.....	70	78	82	87	93	103	113	128	148	173	200	229	260	293	328
3 x 10.....	78	80	84	89	94	104	114	129	149	174	201	230	261	294	329
3 x 12.....	83	85	89	94	99	109	119	134	154	179	206	235	266	299	334
3 x 14.....	90	92	96	101	106	116	126	141	161	186	213	242	273	306	341
3 x 16.....	99	101	105	110	115	125	135	150	170	195	222	251	282	315	350
3 x 18.....	105	107	111	115	120	130	140	155	175	200	227	256	287	326	355
3 x 20.....	115	117	121	126	131	141	151	166	186	211	238	267	298	331	366
4 x 6.....	78	80	84	89	94	104	114	129	149	174	201	230	261	294	329
4 x 8.....	79	81	85	90	95	105	115	130	150	175	202	231	262	295	330
4 x 10.....	80	82	86	91	96	106	116	131	151	176	203	232	263	296	331
4 x 12.....	90	92	96	101	106	116	126	141	161	186	213	242	273	306	341
4 x 14.....	99	101	105	110	115	125	135	150	170	195	222	251	282	315	350
4 x 16.....	105	107	111	116	121	131	141	156	176	201	228	257	288	321	356
4 x 18.....	115	117	121	126	131	141	151	166	186	211	238	267	298	331	366
4 x 20.....	125	127	131	136	141	151	161	176	196	221	248	277	308	341	376
4 x 22.....	175	177	181	185	190	200	210	225	245	270	297	326	357	390	425
4 x 24.....	190	192	196	201	206	216	226	241	261	286	313	342	373	406	441
5 x 6.....	62	63	64	67	71	75	81	87	95	110	127	146	167	190	215
5 x 8.....	63	64	65	68	72	76	82	89	97	112	129	148	169	192	217
5 x 10.....	66	67	68	71	75	79	85	92	100	115	132	151	172	195	220
5 x 12.....	70	71	72	75	79	83	89	96	104	119	136	155	176	199	224
5 x 14.....	75	76	77	80	84	88	94	101	109	124	141	160	181	204	229
5 x 16.....	80	82	84	87	91	95	101	108	116	131	148	167	188	211	236
5 x 18.....	88	90	92	95	99	103	109	116	124	139	156	175	196	219	244
5 x 20.....	97	99	101	104	108	112	118	125	133	148	165	184	205	228	253
5 x 22.....	103	105	107	110	114	118	124	131	139	154	171	190	211	234	259
5 x 24.....	119	122	125	128	132	138	145	152	160	175	192	211	232	255	270
5 x 26.....	144	148	152	155	163	169	176	184	199	216	235	256	279	304	335
5 x 28.....	171	177	183	186	190	194	200	207	215	230	247	266	287	310	335
6 x 6.....	65	66	67	71	76	81	88	96	106	121	138	157	178	201	226
6 x 8.....	66	67	68	72	77	82	89	97	107	122	139	158	179	202	227
6 x 10.....	69	70	71	75	80	85	92	100	110	125	142	161	182	205	230
6 x 12.....	73	74	75	79	84	89	96	104	114	129	146	165	186	209	234
6 x 14.....	78	80	82	86	91	96	103	111	121	136	153	172	193	216	241
6 x 16.....	83	85	87	91	96	101	108	116	126	141	158	177	198	221	246
6 x 18.....	90	92	94	98	103	108	115	123	133	148	165	184	205	228	253
6 x 20.....	99	101	103	107	112	117	124	132	142	157	174	193	214	237	262
6 x 22.....	105	107	109	113	118	123	130	138	148	163	180	199	220	243	268
6 x 24.....	120	123	126	130	135	140	147	155	165	180	197	216	237	260	285
6 x 26.....	145	149	153	157	162	167	174	182	192	207	224	243	264	287	312
6 x 28.....	172	178	184	188	193	198	205	213	223	238	255	274	295	318	343
8 x 8.....	68	69	70	74	79	84	91	99	108	123	140	159	180	203	228
8 x 10.....	72	73	74	78	83	88	95	103	113	128	145	164	185	208	233
8 x 12.....	76	77	78	82	87	92	99	107	117	132	149	168	189	212	237
8 x 14.....	81	83	85	89	94	99	106	114	124	139	156	175	196	219	244
8 x 16.....	86	88	90	94	99	104	111	119	129	144	161	180	201	224	249
8 x 18.....	99	101	103	107	112	117	124	132	142	157	174	193	214	237	262
8 x 20.....	105	107	109	113	118	123	130	138	148	163	180	199	220	243	268
8 x 22.....	115	117	121	126	130	135	140	145	152	167	182	202	221	242	265
8 x 24.....	120	123	128	131	136	140	145	152	160	175	191	207	226	249	272
8 x 26.....	145	149	153	157	162	167	174	182	190	207	224	243	264	287	312
8 x 28.....	175	179	183	187	192	197	204	212	222	237	254	273	294	317	342
8 x 30.....	190	198	202	207	212	219	227	235	245	260	277	296	317	340	365
12 x 12.....	86	87	89	93	98	103	110	119	129	144	161	180	201	224	249
12 x 14.....	99	101	103	107	112	117	124	132	142	157	174	193	214	237	262
12 x 16.....	105	107	109	113	118	125	132	140	150	165	182	201	222	245	270
12 x 18.....	115	117	123	128	135	142	148	155	162	179	196	213	232	255	280
12 x 20.....	125	128	131	136	142	148	154	160	166	175	192	211	232	255	280
12 x 22.....	150	153	156	160	165	170	177	185	195	210	227	246	267	290	315
12 x 24.....	175	179	183	187	192	197	204	212	222	237	254	273	294	317	342
12 x 26.....	190	194	198	202	207	212	219	227	235	252	269	288	309	332	357
12 x 28.....	205	213</td													

(ii) *Red oak ship planking.* The maximum price for red oak ship planking for each of the items set forth in (i) above is 75% of the specified maximum price for white oak ship planking.

(iii) *Bending stock.*

(i) WHITE OAK BENDING STOCK															
Size (inches)	Lengths (feet) 10 and 12	14	16	18	20	22	24	26	28	30	32	34	36	38	40
18 x 20-----	\$190	\$194	\$198	\$204	\$211	\$218	\$228	\$240	\$254	\$269	\$286	\$305	\$326	\$349	\$373
18 x 22-----	205	211	217	223	230	237	247	259	273	288	305	324	345	368	393
18 x 24-----	225	230	240	246	253	260	270	282	295	311	328	345	368	391	416
18 x 26-----	240	250	260	266	273	280	290	300	314	329	346	365	386	409	434
18 x 28-----	260	270	280	286	293	300	310	322	336	351	368	387	408	431	456
20 x 20-----	205	211	217	223	230	237	247	259	273	288	305	324	345	368	393
20 x 22-----	225	233	241	247	254	261	271	283	297	312	329	348	369	392	417
20 x 24-----	240	250	260	266	273	280	290	300	314	329	346	365	386	409	434
20 x 26-----	260	270	276	283	290	300	312	326	341	358	377	396	421	446	474
22 x 22-----	240	250	260	266	273	280	290	300	314	329	346	365	386	411	441
22 x 24-----	250	260	270	276	283	290	300	312	329	346	365	386	409	434	474
22 x 26-----	270	280	290	296	303	310	320	332	349	366	385	409	434	466	496
22 x 28-----	300	310	320	326	333	340	350	360	374	389	406	425	446	469	494
24 x 24-----	260	270	280	286	293	300	310	322	336	351	368	387	408	431	456
24 x 26-----	300	310	320	326	333	340	350	362	376	391	408	427	448	471	496
24 x 28-----	325	335	345	351	358	365	370	382	396	411	428	447	468	491	516
26 x 26-----	300	310	320	326	333	340	350	362	376	391	408	427	448	471	496
26 x 28-----	350	360	370	376	383	390	400	412	426	441	458	477	498	521	546

The maximum prices for white oak select car stock longer than 40 feet shall be determined by adding to the maximum price for material of the same thickness and width 40 feet long, in this schedule, the following percentages of the price of the material 40 feet long:

42'-----	44'	48'	50'
12%-----	25%	45%	70%

The maximum price for white oak fitch-sawn select car stock for each of the items set forth above is 85% of the specified maximum price of white oak select car stock.

(ii) *Red oak select car stock.* The maximum price for red oak select car stock for each of the items set forth in (i) above is 87% of the specified maximum price for white oak select car stock.

(2) *Ship planking.*

The maximum prices for white oak select car stock for each of the items set forth above is 85% of the specified maximum price of white oak select car stock.

(ii) *Red oak select car stock.* The maximum price for red oak select car stock for each of the items set forth in (i) above is 87% of the specified maximum price for white oak select car stock.

(1) *WHITE OAK SHIP PLANKING*

Size (inches)	Lengths (feet) 10 & 12	14	16	18	20	22	24	26	28	30	32	34	36
1 1/2 x 4-----	\$113	\$115	\$120	\$126	\$133	\$145	\$158	\$176	\$201	\$233	\$270	\$314	\$364
1 1/2 x 6-----	105	108	113	119	125	138	150	169	194	225	263	306	358
1 1/2 x 8-----	113	115	120	126	133	145	158	170	186	226	254	291	344
1 1/2 x 10-----	119	121	126	133	143	151	164	183	201	233	270	314	364
1 1/2 x 12-----	123	125	130	136	143	155	168	186	211	243	276	320	374
1 1/2 x 14-----	133	135	140	144	149	153	165	174	186	205	230	261	303
1 1/2 x 16-----	141	144	149	155	161	165	175	188	200	219	244	275	313
1 1/2 x 18-----	155	158	163	169	175	188	196	204	216	244	270	304	344
2 x 4-----	123	125	130	136	143	155	168	186	211	243	280	324	374
2 x 6-----	115	118	123	129	135	148	160	179	204	235	273	316	366
2 x 8-----	116	119	124	130	136	143	155	168	186	206	236	274	318
2 x 10-----	123	125	130	136	143	155	168	186	211	243	280	324	374
2 x 12-----	129	131	136	143	149	161	174	193	218	249	286	330	380
2 x 14-----	133	135	140	146	153	165	178	196	221	253	290	334	384
2 x 16-----	139	141	146	153	161	171	184	203	228	256	296	330	380
2 x 18-----	153	155	160	166	172	185	198	216	244	273	310	354	404
3 x 6-----	131	134	139	145	151	164	174	186	211	243	280	324	374
3 x 8-----	133	135	140	146	154	166	179	198	223	254	291	333	383
3 x 10-----	135	138	143	149	155	168	180	199	234	265	306	345	393
3 x 12-----	141	144	149	155	161	174	186	205	230	261	297	343	393
3 x 14-----	159	163	168	174	180	193	205	224	259	290	331	371	421
3 x 16-----	161	164	169	175	181	194	206	225	250	281	321	363	413
3 x 18-----	169	171	176	181	188	194	204	216	244	273	310	354	404
3 x 20-----	181	184	189	195	201	214	226	245	270	301	339	373	423
3 x 22-----	223	236	241	247	253	266	278	297	322	353	383	413	463
4 x 6-----	188	190	195	201	207	213	221	238	264	291	324	351	391
4 x 8-----	189	191	196	202	208	214	221	238	265	292	324	351	391
4 x 10-----	190	193	198	204	210	217	224	241	268	295	326	353	393
4 x 12-----	193	197	203	209	215	222	230	247	274	301	332	360	398
4 x 14-----	184	186	191	198	204	216	229	246	273	304	335	365	404
4 x 16-----	191	194	199	205	211	224	236	253	280	311	340	370	409
4 x 18-----	204	206	211	217	223	234	241	258	285	312	343	373	412
4 x 20-----	216	219	224	230	236	242	250	267	294	321	351	381	420
4 x 22-----	279	281	286	291	296	301	306	311	338	365	395	425	464
4 x 24-----	288	300	305	311	318	323	328	334	351	378	408	438	477

(ii) *Red oak bending stock.* The maximum price for red oak bending stock for each of the items set forth in (i) above is 75% of the specified maximum price for white oak bending stock.

(iii) *Surfacing addition.* For furnishing material S4S an addition of \$6.00 per MBM may be added.

(4) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(5) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(6) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(7) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(8) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(9) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(10) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(11) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(12) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(13) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(14) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(15) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(16) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(17) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(18) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(19) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(20) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(21) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(22) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(23) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(24) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(25) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(26) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(27) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(28) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(29) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(30) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(31) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(32) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(33) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(34) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(35) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(36) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(37) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

(38) *Prices for specific sizes not in schedules.* The maximum prices for material S4S an addition of \$6.00 per MBM may be added.

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PART 1391—BICYCLES AND BICYCLE EQUIPMENT

[MPR 158; Amendment 2]

RESALE OF WAR BICYCLES—DISTRIBUTORS AND DEALERS

A statement of considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Sections 1391.51, 1391.52, 1391.53, 1391.56, 1391.62, and 1391.65 (c) and (d) are hereby amended to read as follows, § 1391.66 is revoked, new paragraphs (j), (k), and (l) are added in § 1391.65, and new §§ 1391.53a and 1391.53b are added, as set forth below:

§ 1391.51 *Prohibition against dealing in war bicycles above maximum prices.* On and after December 14, 1942, regardless of any contract or other obligation:

(a) No person shall sell or deliver any war bicycle at a price higher than the maximum price permitted by this Maximum Price Regulation No. 158: *Provided, however,* That this Maximum Price Regulation No. 158 shall not apply to sales by manufacturers, for which maximum prices are established by agreements with the Office of Price Administration.

(b) No person in the course of trade or business shall buy or receive any war bicycle at a price higher than the maximum price permitted by this Maximum Price Regulation No. 158.

§ 1391.52 *Maximum prices for sales of war bicycles in the continental United States.* The maximum price for a sale of a war bicycle in the continental United States shall be the basic maximum price plus the applicable zone differential.

The basic maximum price shall be:

(a) For a sale at wholesale, \$23.75 f. o. b. point of shipment, subject to discount of 2% for cash within ten days.

(b) For a sale at retail (except by mail order), the lower of the following:

(1) The net cost to the seller plus \$10; or

(2) \$32.50.

(c) For a sale by mail order, \$29.50 f. o. b. seller's usual point of shipment.

§ 1391.53 *Additions to maximum prices for zone differentials—(a) Mid-west zone.* The following differentials may be added to the applicable basic maximum prices for sales made from the seller's stock in the mid-west zone: *Provided,* That such addition does not result in a maximum price which exceeds the net cost to the seller by more than \$10.00.

(1) For a sale at wholesale, \$.75 per bicycle.

(2) For a sale at retail, \$1.00 per bicycle.

(b) *Far west zone.* The following differentials may be added to the applicable basic maximum price for sales made from the seller's stock in the far west zone: *Provided,* That such addition does not result in a maximum price which

exceeds the net cost to the seller by more than \$10.00.

(1) For a sale at wholesale, \$1.50 per bicycle.

(2) For a sale at retail, \$2.00 per bicycle.

§ 1391.53a *Maximum prices for sales of war bicycles in the territories and possessions.* For a sale or delivery of a war bicycle in a territory or possession of the United States, the maximum price shall be as follows:

(a) For a sale at wholesale of a war bicycle imported by the seller from the Continental United States, the maximum price is the seller's direct cost plus \$3.00, f. o. b. seller's point of shipment, subject to discount of 2% for cash within ten days.

(b) For a sale at retail of a war bicycle which the seller bought directly from the manufacturer, the maximum price is the seller's direct cost plus \$10.00.

(c) For sales at retail of the following war bicycles, the maximum price is the seller's direct cost plus \$8.25:

(1) A war bicycle which the seller bought from a wholesaler in the continental United States.

(2) A war bicycle bought by the seller from a wholesaler who imported it from the continental United States.

(d) For all sales other than those for which maximum prices are established by paragraphs (a), (b), and (c) of this § 1391.53a, the maximum price is the price paid by the seller.

§ 1391.53b *Sales (except by mail order) to industrial or commercial users.*

(a) For a sale (except by mail order) to an industrial or commercial user by a person who customarily sells at retail, the maximum price shall be the same as that established by this Maximum Price Regulation No. 158 for a sale at retail, and the maximum addition thereto for zone differentials shall be the same as that applicable to a sale at retail as provided in § 1391.53.

(b) For a sale to an industrial or commercial user by a person who does not customarily sell at retail except as an accommodation, the maximum price shall be the same as that established by this Maximum Price Regulation No. 158 for a sale at wholesale, and the maximum addition thereto for zone differentials shall be the same as that applicable to a sale at wholesale as provided in § 1391.53.

§ 1391.56 *Export sales.* The maximum price at which a person may export war bicycles shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation.*

§ 1391.62 *Relation between this Maximum Price Regulation No. 158, the General Maximum Price Regulation* and Maximum Price Regulations Nos. 194**

* 7 F.R. 5059, 7242, 8829, 9000.

* 7 F.R. 3153, 3330, 3666, 3990, 3991, 4330, 4487, 4659, 4738, 5027, 5192, 5276, 5365, 5445, 5484, 5565, 5775, 5783, 5784, 6007, 6058, 6081, 6216, 6615, 6794, 6939, 7093, 7322, 7454, 7758, 7913, 8431 8881, 9004, 8942, 9435, 9615, 9616.

* 7 F.R. 5909, 6268, 6744, 8023, 8358, 8947, 9195.

and 201.* The provisions of this Maximum Price Regulation No. 158 supersede the provisions of the General Maximum Price Regulation and Maximum Price Regulations Nos. 194 and 201 with respect to sales and deliveries for which maximum prices are established by this Maximum Price Regulation No. 158, except as provided in § 1391.61 hereof.

§ 1391.65 *Definitions.* When used in this Maximum Price Regulation No. 158, the term:

* * * * *

(c) "Sale at wholesale" means a sale by a person who receives delivery of a commodity and resells it, without substantially changing its form, to any person other than the ultimate consumer.

(d) "Sale at retail" means a sale to an ultimate consumer other than an industrial or commercial user.

* * * * *

(j) "Continental United States" means the forty-eight states and the District of Columbia.

(k) "Direct cost to the seller" means the price which the seller paid, less all discounts allowed to the seller, plus all costs of shipment to the seller actually incurred by him: *Provided,* That in computing the costs of shipment incurred by the seller, war risk insurance costs shall not exceed the amount represented by the charge for war risk insurance by the War Shipping Administration on an identical shipment.

(l) "A sale in a territory or possession of the United States" does not include sales from a seller outside of a territory or possession to a purchaser in the territory or possession. Export sales, from a seller in the continental United States to a purchaser in a territory or possession of the United States, shall be governed by the maximum prices established for export sales by the Revised Maximum Export Price Regulation.

§ 1391.68 *Effective dates of amendments.* * * *

(b) Amendment No. 2 (§§ 1391.51, 1391.52, 1391.53, 1391.53a, 1391.53b, 1391.56, 1391.62, 1391.65 (c), (d), (j), (k), and (l), and 1391.66) shall become effective in the forty-eight states and the District of Columbia on the 14th day of December, 1942, and in the territories and possessions of the United States on the 24th day of December 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13014; Filed, December 8, 1942;
1:59 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Amendment 75 to Supp. Reg. 14¹ to GMPR]

UNPRINTED SINGLE WEIGHT CREPE PAPER IN FOLDS

A statement of the considerations involved in the issuance of this amendment

* 7 F.R. 5486, 10231.

* 7 F.R. 6269, 6744, 8047.

* Copies may be obtained from the Office of Price Administration.

¹ 7 F.R. 4295, 7452, 8948.

has been issued simultaneously herewith and filed with the Division of the Federal Register.* A new subparagraph (76) is added to paragraph (b), § 1499.73, as set forth below:

Subparagraph (36) of § 1499.73 (a) is hereby revoked.

§ 1499.73 * * *

(b) *Effective dates.* * * *

(76) Amendment No. 75 (§ 1499.73 (a) (36) to Supplementary Regulation No. 14 shall become effective December 14, 1942. (Pub. Laws, 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 8th day of December 1942

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13011; Filed, December 8, 1942;
1:59 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Correction to Amendment 1 to Order 118
Under § 1499.3 (b) of GMPR]

THE UPJOHN COMPANY

In § 1499.982 (c) (3), a reference to § 1499.3 (b) of the General Maximum Price Regulation is corrected to read § 1499.3 (a).

§ 1499.982 *Approval of maximum prices for sales of Minicaps B and Minicaps B with C.* * * *

(j) This correction to Amendment No. 1 to Order No. 118 under § 1499.3 (b) shall be effective as of December 3, 1942. (Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13012; Filed, December 8, 1942;
1:59 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Amendment 1 to Order 126 Under § 1499.3
(b) of GMPR]

M'CORMICK AND COMPANY

For the reasons set forth in an opinion issued simultaneously herewith paragraphs (a), (b), (c), (f) and (g) of Order No. 126 under § 1499.3 (b) of the General Maximum Price Regulation are amended and paragraph (j) is added; all to read as set forth below:

§ 1499.989a *Authorization of a maximum price for sales of 1 ounce and 2 ounce bottles of "McCormick's Baking Magic" an imitation vanilla flavoring manufactured by McCormick and Company, Baltimore, Maryland.* (a) On and after November 6, 1942, the maximum selling prices for "McCormick Baking Magic" for sale by McCormick and Company, having its principal place of business in Baltimore, Maryland, shall be:

1 ounce bottles—per dozen..... .72
2 ounce bottles—per dozen..... 1.22

*Copies may be obtained from the Office of Price Administration.

17 F.R. 8931, 10150.

The maximum selling prices to purchasers customarily shipped by McCormick and Company's San Francisco warehouse shall be:

1 ounce bottles—per dozen.....	.82
2 ounce bottles—per dozen.....	1.37

Transportation charges to buyer's station to be included in the above prices.

(b) Sellers at wholesale shall determine their maximum delivered selling prices for "McCormick's Baking Magic" by adding to their net cost per dozen of each size, a maximum profit of 20 percent of this net cost. The maximum prices so determined shall not exceed 86¢ per dozen for the one-ounce size, and \$1.46 per dozen for the two-ounce size. "Net cost" for a wholesaler as mentioned in this paragraph shall be his invoice cost at his customary station of destination less all discounts allowed him except the discount for prompt payment. No drayage, loading or unloading charges shall be included in "net cost".

Sellers at wholesale customarily supplied by McCormick and Company's warehouse in San Francisco shall determine their maximum selling prices in the same manner as provided above, and such selling prices shall not exceed \$0.98 per dozen for the one ounce size and \$1.64 per dozen for the two ounce size.

(c) Sellers at retail shall determine their maximum delivered selling prices per bottle for "McCormick's Baking Magic" by adding to their net cost per dozen for each size a maximum profit margin of 35 percent to this net cost and dividing the figure so obtained by twelve. The maximum prices so determined shall not exceed 10¢ per bottle for the one ounce size and 16¢ per bottle for the two ounce size. "Net cost" to a retailer shall mean his invoice price paid for a purchase of a customary quantity of this type of commodity from his customary supplier and by the customary mode of transportation, if any. No charge for drayage, hauling, loading or unloading shall be included as part of the "net cost".

Sellers at retail who customarily purchase McCormick and Company's products from suppliers customarily shipped from McCormick and Company's San Francisco warehouse shall determine their maximum selling prices in the same manner as provided above and such selling prices shall not exceed 11¢ per bottle for the one ounce size, and 18¢ per bottle for the two ounce size.

(f) McCormick and Company shall mail or otherwise supply to their buyers at the time of, or prior to the first sale to such buyer by McCormick and Company of "McCormick's Baking Magic" a written notice as follows:

The Office of Price Administration has authorized McCormick and Company to sell "McCormick's Baking Magic" in the following sizes at the maximum delivered prices shown:

1 ounce bottles—per dozen.....	.72
2 ounce bottles—per dozen.....	1.22

This Order No. 126 authorizes wholesalers to determine their maximum delivered selling prices for each size by adding to their net cost for each size, a maximum profit margin

of 20 percent of this net cost. Maximum selling prices determined by this computation shall not exceed:

1 ounce bottles—per dozen.....	.82
2 ounce bottles—per dozen.....	1.37

In determining maximum selling prices, fractions of one cent shall be adjusted upward to the next highest cent if the fraction is one half cent or more, and adjusted downward to next lower cent if the fraction is lower than one half cent. Your net cost for "McCormick's Baking Magic" shall be the net invoice price delivered at your customary station of destination, less all discounts allowed except the discount for prompt payment. No charges for drayage, loading, or unloading shall be included in net cost. Maximum selling prices to purchasers customarily shipped from our San Francisco warehouse have been authorized as follows:

1 ounce bottles—per dozen.....	\$0.82
2 ounce bottles—per dozen.....	1.37

Sellers at wholesale in this area shall determine their selling prices in the manner provided above, and such selling prices shall not exceed \$0.98 per dozen for the one ounce size and \$1.64 per dozen for the two ounce size.

(g) McCormick and Company shall place on or in the smallest packing and sales unit of each size for a period of three months after the initial offering of "McCormick's Baking Magic", a printed notice reading as follows:

The Office of Price Administration has authorized maximum selling prices for "McCormick's Baking Magic" by specific Order No. 126. As a retailer you are to determine your maximum delivered selling prices according to the provision of this Order No. 126. This order permits retailers to add to their "net cost" per dozen of each size, a maximum profit margin of 35 percent of this net cost for each size and dividing the resulting figure by twelve to arrive at the maximum selling price per bottle. When the maximum prices so determined result in fractions of one cent, the price per bottle may be adjusted to the next highest cent if the fraction is one half cent or more, and shall be adjusted downward to the next lower cent if the fraction is less than one half cent. Maximum selling prices per bottle shall not exceed 10¢ for the one ounce size and 16¢ for the two ounce size. "Net cost" per dozen as used in paragraph (c) of Order No. 126 shall be the invoice price paid by the retailer to his customary supplier for a customary quantity of the item by the customary mode of transportation if any, less all discounts allowed except the discount for prompt payment. No charges for drayage, loading or unloading shall be included. You are required to keep this notice for examination.

Sellers at retail who customarily purchase from suppliers shipped from McCormick and Company's San Francisco warehouse shall determine their maximum selling prices in the same manner as provided above, and such selling prices shall not exceed 11¢ per bottle for the one ounce size and 18¢ per bottle for the two ounce size.

(j) This Amendment No. 1 to Order No. 126 (§ 1499.989a) shall become effective December 9, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13018; Filed, December 8, 1942;
2:01 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 127 Under § 1499.18 (b) of GMPR]
MELCHIOR, ARMSTRONG, DESSAU COMPANY

Order No. 127 under § 1499.18 (b) of the General Maximum Price Regulation—Docket No. GF3-2332.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, *It is ordered:*

§ 1499.1028 Authorization of a maximum price for certain tube benders for Melchior, Armstrong, Dessau Company. (a) Melchior, Armstrong, Dessau Company, of Ridgefield, New Jersey, a wholesaler, may sell and deliver, and any person may buy and receive from Melchior, Armstrong, Dessau Company at the prices indicated, f. o. b. point of sale, the following designated tube benders purchased by Melchior, Armstrong, Dessau Company from the Imperial Brass Manufacturing Company of Chicago, Illinois:

R830	\$7.21
R832	11.16
R833	17.41
R834	23.45

(b) All prayers contained in the petition not specifically granted in this Order No. 127 are denied.

(c) This Order No. 127 may be revoked or amended by the Price Administrator at any time.

(d) This Order No. 127 (§ 1499.1028) is hereby incorporated as a section of Supplementary Regulation No. 14, which contains modifications of maximum prices established by § 1499.2.

(e) This Order No. 127 (§ 1499.1028) shall become effective December 9, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13019; Filed, December 8, 1942;
1:58 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Correction to Amendment 1 to Order 131
Under § 1499.3 (b) of GMPR]

WM. P. POYTHRESS AND CO., INC.

In § 1499.994 (c) (3), a reference to § 1499.3 (b) of the General Maximum Price Regulation is corrected to read § 1499.3 (a).

§ 1499.994 Approval of maximum prices for sales of Merpectogel with applicator or Merpectogel without applicator. * * *

(j) This correction to Amendment No. 1 to Order No. 131 under § 1499.3 (b) shall be effective as of December 3, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250; 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13013; Filed, December 8, 1942;
2:01 p. m.]

17 F.R. 9200, 10150.

PART 1499—COMMODITIES AND SERVICES

[Order 166 Under § 1499.3 (b) of GMPR]

MERCHANTS WHOLESALE BAKERY

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.1182 Authorization of a maximum price for sales of *Oven Baked Beans* in 1-lb. and 2-lb. waxed cardboard containers manufactured by Merchants Wholesale Bakery, Marquette, Michigan. (a) On and after December 9, 1942, the maximum delivered selling prices for *Oven Baked Beans* in waxed cardboard containers for sale by Merchants Wholesale Bakery, having its principal place of business in Marquette, Michigan, shall be:

12 cents each for the 1-lb. package.
24 cents each for the 2-lb. package.

(b) Sellers at retail shall determine their maximum delivered selling prices per package for *Oven Baked Beans* made by Merchants Wholesale Bakery by adding to their net cost per package for each size a maximum profit margin of 25% to this net cost. "Net cost" to a retailer shall mean the invoice price paid for a customary quantity of this type of commodity delivered, less all discounts and allowances allowed except any discount for prompt payment. If the per package selling price so determined results in a fraction of one cent, the price shall be increased to the next higher cent if the fraction is one-half cent or more, and the price shall be decreased to the next lower cent if the fraction is less than one-half cent.

Maximum delivered selling prices at retail shall not exceed the following:

15 cents each for the 1-lb. package.
30 cents each for the 2-lb. package.

(c) All sellers shall apply to their maximum selling prices for *Oven Baked Beans* in waxed cardboard containers made by Merchants Wholesale Bakery the same discounts, allowances and price differentials which they customarily apply to comparable items, unless a change in these customary discounts, allowances and price differentials results in lower selling prices.

(d) Merchants Wholesale Bakery shall, before or at the time of the initial sale to all purchasers from it of *Oven Baked Beans* in waxed cardboard containers, furnish such persons with written notice as follows:

The Office of Price Administration has authorized us by order to sell our *Oven Baked Beans* in waxed cardboard containers at the following maximum delivered prices:

12 cents each for the 1-lb. package.

24 cents each for the 2-lb. package.

As a retailer, you are to determine your maximum delivered selling prices per package for our *Oven Baked Beans* in waxed cardboard containers by adding to your net cost of each size a margin of profit of 25% of this net cost. Your net cost shall be your invoice price paid for our *Oven Baked Beans* in waxed cardboard containers delivered, less all discounts allowed, except the discount for prompt payment. Your net cost shall be based on a purchase of a customary quantity of this type of item from us. If the per package selling price so determined results in a fraction of one cent, the price shall be in-

creased to the next higher cent if the fraction is one-half cent or more, and the price shall be decreased to the next lower cent if the fraction is less than one-half cent.

Your maximum delivered prices so determined shall not exceed:

15 cents each for the 1-lb. package.

30 cents each for the 2-lb. package.

You are required to keep this notice for examination.

(d) This Order No. 166 may be revoked or amended by the Price Administrator at any time.

(e) This Order No. 166 (§ 1499.1182) shall become effective December 9, 1942. (Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13020; Filed, December 8, 1942;
1:58 p. m.]

[Order 9 Under RPS53]

HOUSTON PACKING COMPANY

ORDER ESTABLISHING MAXIMUM PRICE

Order No. 9 Under Revised Price Schedule No. 53—Fats and Oils.

Establishing maximum prices for Houston Packing Company, Houston, Texas, on standard shortening and salad and cooking oils.

On September 25, 1942, the Houston Packing Company, Houston, Texas, filed an application for adjustment of its maximum prices on standard shortening and salad and cooking oils pursuant to § 1351.151 (b) (12) (vii) of Revised Price Schedule No. 53.

Due consideration has been given to the application, and an opinion in support of this order has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the Opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended and in accordance with § 1351.151 (b) (12) (vii) of Revised Price Schedule No. 53, *It is hereby ordered:*

(a) Standard shortening. The maximum delivered prices of Houston Packing Company's "Jasmine" shall be the following prices:

	North	South	Pacific Coast
Drums (per pound).....	16.50¢	16.25¢	16.75¢
Cartons:			
(1) 12/4 lbs. (per case).....	\$8.10	\$8.00	\$8.20
(2) 48/1 lbs. (per case).....	\$8.25	\$8.15	\$8.35

(b) Salad oil. The maximum delivered prices of Houston Packing Company's "Jasmine" shall be the following prices:

	North	South	Pacific Coast
Drums (per pound).....	16.50¢	16.50¢	17.00¢
1/5 gal. can (per can).....	\$6.65	\$6.55	\$6.75
6/1 gal. can (per case).....	\$8.20	\$8.10	\$8.50

(c) *Cooking oil.* The maximum delivered prices of Houston Packing Company's "Jasmine" shall be the following prices:

	North	South	Pacific Coast
(1) Drums (per pound).....	16.00¢	16.00¢	16.50¢
(2) 1/5 gal. can (per can).....	\$6.45	\$6.35	\$6.55
(3) 6/1 gal. cans (per case).....	\$7.95	\$7.85	\$8.25

(d) The provisions of § 1351.151 (b) (12) (v) and (viii) of Revised Price Schedule No. 53 shall apply to the maximum prices established by this Order for the standard shortening and salad and cooking oils sold by the Houston Packing Company of Houston, Texas.

(e) This Order No. 9 shall become effective December 9, 1942.

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13016; Filed, December 8, 1942;
2:01 p. m.]

[Order 10 Under RPS 53]
CUDAHY PACKING CO.

ORDER ESTABLISHING MAXIMUM PRICE

Order No. 10 Under Revised Price Schedule No. 53—Fats and Oils.

Establishing maximum prices for Cudahy Packing Company, Chicago, Illinois, on standard and hydrogenated shortenings and salad and cooking oils.

On October 5, 1942 the Cudahy Packing Company, 221 North La Salle Street, Chicago, Illinois, and the Cudahy Packing Company of Louisiana, Limited, and the Cudahy Packing Company of Alabama filed an application for adjustment of its maximum prices on standard and hydrogenated shortenings and on salad and cooking oils pursuant to § 1351.151 (b) (12) (vii) of Revised Price Schedule No. 53.

Due consideration has been given to the application, and an opinion in support of this order has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the Opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 as amended, and in accordance with § 1351.151 (b) (12) (vii) of Revised Price Schedule No. 53, *It is hereby ordered:*

(a) *Standard shortening.* The maximum delivered prices of Cudahy's standard shortening shall be the following prices:

	North	South	Pacific Coast
Drums (per pound).....	16.50¢	16.25¢	16.75¢

(b) *Hydrogenated shortening.* (1) The maximum delivered prices of Cudahy's hydrogenated shortening shall be the following prices:

	North	South	Pacific Coast
Drums (per pound).....	17.50¢	17.50¢	17.50¢

(2) The maximum delivered prices of Cudahy's hydrogenated shortening, high absorption type, shall be the following prices:

	North	South	Pacific Coast
Drums (per pound).....	18.75¢	18.75¢	18.75¢

(c) *Salad oil.* The maximum delivered prices of Cudahy's salad oil shall be the following prices:

	North	South	Pacific Coast
(1) Drums (per pound).....	16.50¢	16.50¢	17.00¢
(2) 1/5 gal. can (per can).....	\$6.65	\$6.55	\$6.75
(3) 6/1 gal. cans (per case).....	\$8.20	\$8.10	\$8.50

(d) *Cooking oil.* The maximum delivered prices of Cudahy's cooking oil shall be the following prices:

	North	South	Pacific Coast
(1) Drums (per pound).....	16.00¢	16.00¢	16.50¢
(2) 1/5 gal. can (per can).....	\$6.45	\$6.35	\$6.55
(3) 6/1 gal. cans (per case).....	\$7.95	\$7.85	\$8.25

(e) The provisions of § 1351.151 (b) (12) (vi) and (viii) of Revised Price Schedule No. 53 shall apply to the maximum prices established by this order for the brands of hydrogenated and standard shortenings and salad and cooking oils sold by the Cudahy Packing Company, the Cudahy Packing Company of Louisiana, Limited, and the Cudahy Packing Company of Alabama.

(f) This Order No. 10 shall become effective December 9, 1942.

Issued this 8th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-13017; Filed, December 8, 1942;
1:59 p. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Chapter I—General Land Office

[Circular No. 15201]

PART 284—TIMBER CUTTING, SALE OR USE SALE OF DEAD, DOWN, OR DAMAGED TIMBER, OR TIMBER THREATENED WITH DAMAGE

The regulations governing the sale of dead, down, or damaged timber, or timber threatened with damage (43 CFR, Part 284¹; Circ. 1093, Sept. 11, 1926, 51 L.D. 574; Circ. 1112, Feb. 25, 1927, 52 L.D. 42; and Circ. 1511, June 4, 1942) are hereby amended, in part, as follows:

§ 284.2 *Sale and cruise of timber.* Application requesting the sale of timber of the classes described in § 284.1 must be made in duplicate on Form 4-173a,² and filed in the proper district land office. The register will give the application a serial number, note the filing on his serial number register, and fill out the status report on the back of the original and duplicate of the application. He will forward the original application to the General Land Office, with his regular returns, and the duplicate to the field officer designated by the Commissioner of the General Land Office to conduct the preliminary proceedings of the sale. If there is no district land office in the state, the application must be filed in the General Land Office.

The field officer in charge of the preliminary proceedings, upon receipt of the duplicate application, or whenever timber of the class described is found, for which there is a market, will cause a cruise thereof to be made, the timber, the disposal of which is contemplated, to be marked and measured in accordance with § 284.11, and a report of the cruise to be made to the General Land Office. The report should contain the following information:

(a) Description of the land upon which the timber is situated, by township and range and legal subdivisions thereof, if surveyed, or by natural objects sufficient to identify the land, if unsurveyed.

(b) Method of cruising used.

(c) Approximate percentage of the timber on the described area that is dead, down, or damaged by fire or insects, or threatened with damage, and the nature of the threat.

(d) The scale in thousand feet board measure of timber subject to sale and the kind of timber involved.

(e) The approximate market value of the timber per thousand feet board measure, the prospects of a sale, the location of the timber, and a minimum stumpage price per thousand feet board measure therefor; and

(f) The method and approximate expense of disposing of the brush, tops, lops, and other forest debris which will result from the felling and removing of the timber.

§ 284.4 *Information to be given in notice of sale.* The notice of sale must announce the time and place of filing bids; contain a careful description of the land on which the timber is situated, giving the township and range and legal subdivision, or approximate legal subdivision, whether surveyed or unsurveyed, and shall also designate the location with reference to water courses, mountain tops, or other well-known natural objects; and state the scale in board feet and minimum stumpage value of the timber to be sold, the sum required to be deposited with the bid, the conditions by which the purchaser will be bound, and the name and address of the officer in charge from whom full in-

¹ Filed as part of the original document.

formation can be obtained. It shall also be stated that bidders offering a sum based on a rate less than the minimum stumpage price of the timber mentioned therein will not be considered and that the right to reject any or all bids is reserved.

§ 284.5 *Submission of bids; deposit required; citizenship requirements.* Each bid submitted must be enclosed in a sealed envelope and transmitted to the officer in charge having jurisdiction of the timber sale. The envelope must be marked "Bid for timber, sale date ----- 19-----".

Only bids for all of the timber offered in the advertisement for sale as a unit will be considered. Each bid should state clearly the amount per thousand feet which the bidder will pay for the timber, as well as the total amount offered.

Each bid shall be accompanied by a certified check or post office money order for at least 20 percent of the total amount bid, the remittance to be made payable to the Commissioner of the General Land Office.

Every bidder, if an individual, will be required to show that he is a citizen of the United States or has declared his intention to become such citizen; if a partnership or association, that each member of the firm is such a citizen or declarant; or, if a corporation, that the corporation was organized under the laws of the United States or of some state, territory, or possession thereof, and that its stock is owned by such citizens or declarants.

§ 284.6 *Action on bids.* The officer in charge will number the bids consecutively in the order in which they are received, and endorse thereon the date and hour of receipt and will on the day and at the hour set therefor open said bids and award said timber to the highest bidder. The officer in charge will, immediately upon the acceptance of a bid, notify the bidder thereof, and promptly forward a report thereon to the Commissioner of the General Land Office. When two or more bids in the same amount are received, or it appears that a monopoly might be created by an award to the highest bidder, or if it appears to be against the public interest for any other reason to accept the highest or the only bid, all bids will be transmitted, with a report, by the officer in charge to the Commissioner of the General Land Office, who will make the award or reject the bids, as the circumstances may warrant.

§ 284.7 *Contract and bond.* The successful bidder will be allowed 30 days from notice of the award to execute, in quadruplicate, Form 4-173c, "Timber Contract", which is made a part of this section, and file therewith a cash bond or a bond having as surety a bonding company shown in the then current approved list of the Treasury Department. The bond should be prepared and executed on Form 4-173d¹ and shall be conditioned on the faithful performance of

the contract and on the observance of the applicable laws and regulations. The penalty of the bond shall be fixed by the Commissioner of the General Land Office in a sum of not less than 25 per cent of the amount of the bid. If the contract and bond are not submitted within the 30 days, the officer in charge will revoke the award by written notice, and award the timber to the next highest bidder.

§ 284.8 *Action in General Land Office; notice to purchaser.* Immediately upon the execution of the contract and bond by the purchaser, the officer in charge shall transmit the same, with the certified check originally deposited, to the Commissioner of the General Land Office.

The Commissioner will execute or disapprove the contract when the purchase price of the timber does not exceed \$10,000. When the purchase price is more than that amount, contracts will be entered into only with the express approval of the Secretary of the Interior. The bond guaranteeing the faithful performance of a contract shall be approved by the officer approving the contract.

The officer in charge will be notified of the action taken, and when a contract and bond are approved, will require the purchaser to complete payment for the timber.

The payment must be made by certified check or post office money order payable to the Commissioner of the General Land Office. Upon receipt of the payment, the officer in charge will forward it promptly to the Commissioner and advise the Register of such action.

§ 284.9 *When deposit will be forfeited or returned.* Should a bidder whose bid has been accepted by the officer in charge fail to submit a contract and bond, as required by § 284.7, the officer in charge will at once transmit the remittance to the Commissioner of the General Land Office, and the amount called for therein will be collected and retained by the United States as a forfeit.

Upon the acceptance of a bid by the officer in charge, the remittances of the bidders whose bids were rejected shall be returned to them.

§ 284.10 *Commencement of cutting operations.* The cutting and removal of the timber may be commenced at any time after the delivery of the contract to the purchaser.

§ 284.11 *Marking and measurement of timber.* Before timber is offered for sale, it will be carefully cruised by or under the supervision of the officer in charge. Since the timber sold under authority of the Acts cited in § 284.1 of these regulations will usually consist of only a part of the trees within a given area and a small amount in isolated or scattered tracts, the amount to be sold will be definitely ascertained through a determination of the volume of individual trees and the marking of the trees before the timber is offered for sale. In a white pine, ponderosa pine, or southern pine region, this determination of volume will be made on the basis of the Scribner Decimal C Log Rule with a maximum

log length of sixteen feet and in the Douglas fir region upon the basis of the Scribner Decimal C Log Rule with a maximum log length of thirty-two feet.

§ 284.12 *Forest Practice Rules.* All timber sales will be made subject to the provisions of the "Forest Practice Rules," which are appended to and made a part of the timber contract, § 284.7.

§ 284.13 *Report by purchaser.* The purchaser shall furnish the officer in charge such reports on the logging operations as that officer may require.

§ 284.14 *Expense chargeable to purchaser, on default.* If the purchaser fails to comply with any of the provisions of his contract, as to the disposal of the debris, or otherwise, and it becomes necessary for the United States to remove the debris or to incur other expense because of such default, the expense shall be charged to the purchaser: *Provided, however,* That written notice shall first be given by the officer in charge that such action will be taken if the rules are not complied with within 30 days from the service of such notice.

The last sentence of the section is amended to read:

§ 284.16 *Extension of period of cutting operations.* * * * Any extension of the period fixed in the contract will be granted only upon a showing that the completion of the cutting was unavoidably delayed by causes over which the purchaser had no control and that the interests of the Government will not be prejudiced thereby, and must be approved by the Commissioner of the General Land Office if the stumpage value of the timber is \$10,000 or less, and by the Secretary of the Interior where more than that amount.

§ 284.20 *Disposition of moneys.* All sums deposited and paid in connection with timber sales made under §§ 284.1-284.22 will be deposited in the Treasury as required by the act of March 4, 1913, as amended, (37 Stat. 1015; 44 Stat. 890; 16 U.S.C. 614, 615), or as otherwise provided by law.

(Sec. 1, 37 Stat. 1015 and sec. 1, 44 Stat. 890; 16 U.S.C. 614 and R. S. 453, 2478; 43 U.S.C. 2, 1201)

FRED W. JOHNSON,
Commissioner.

Approved: December 1, 1942.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 42-13039; Filed, December 9, 1942;
10:35 a. m.]

TITLE 46—SHIPPING

Chapter I—Bureau of Customs

[T.D. 50783]

PART 16—MEASUREMENT OF VESSELS

ADJUSTMENT AND CORRECTION OF TONNAGE

46 CFR 16.64 relative to change of tonnage amended to provide for adjustment of tonnage by collector because of

¹ Filed as part of the original document.

change in structure or use of spaces and to require decision of Commissioner on correction of tonnage because of error, except in case of obvious typographical error.

Section 16.64, Part 16, Title 46, Code of Federal Regulations, is hereby amended to read as follows:

§ 16.64 Adjustment and correction of tonnage. (a) The tonnage shown in the document of a vessel of the United States shall not be changed except as provided in this section.

(b) If there has been a change of structure or use of space that affects tonnage, application for adjustment of such tonnage shall be made as provided in § 16.8 of this part. If the owner claims that the tonnage shown in the vessel's document is erroneous, he shall make application in writing to the collector of customs of the district in which the vessel is located for adjustment of such tonnage. Any application for adjustment of tonnage shall be accompanied by appropriate drawings as required by § 16.9 of this part and by a precise statement of the changes made or assignments of error.

(1) The collector shall not readmeasure unaltered spaces or spaces for which no error is claimed, but shall use the figures shown on the latest record of tonnage admeasurement (Form 1410 or Form 1410-A) unless there is an obvious error thereon. If the vessel was previously admeasured at a port other than the port at which application for adjustment of tonnage is made, the latest record of tonnage admeasurement shall be forwarded to the collector at the latter port upon his request. Such record shall be returned without alteration after a final decision has been reached.

(2) The collector shall make such admeasurement as is necessary to determine the proper tonnage of the vessel. Where the tonnage is found to be different from that shown in the vessel's document, he shall prepare a new record of admeasurement.

(3) If the change of tonnage is due to a change in structure or use of space, the outstanding document shall be surrendered in accordance with the provisions of law and regulations applicable to the surrender of documents. Any document thereafter issued shall show the adjusted tonnage.

(4) If the application for adjustment of tonnage is based on a claim of error, the application and all papers referred to in subparagraphs (1) and (2) of this paragraph shall be forwarded to the Commissioner of Customs. The Commissioner will review the application and advise the collector of his decision.

(c) If an error in the tonnage shown on the document is detected by a collector he shall proceed as though the owner had made application to him for adjustment of tonnage because of the error.

(d) If there is an obvious typographical error in the tonnage shown on the document, the collector shall make the necessary correction.

(Secs. 2, 3, 23 Stat. 118, 119, sec. 4, 28 Stat. 743; 46 U.S.C. 2, 3, 79; E.O. 9083, 7 F.R. 1609)

[SEAL] **FRANK DOW,**
Acting Commissioner of Customs.

Approved: December 7, 1942.

HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 42-13040; Filed, December 9, 1942; 11:28 a. m.]

All sea speeds shall be based upon a method of calculation described herein, which calculation is to be submitted to the American Bureau of Shipping for checking and certification.

The basis for calculations shall be the data on the vessel as certified in the register of the appropriate Classification Society. The American Bureau Record shall be used except for vessels not having this classification.

The charts and methods outlined in the "Speed and Power of Ships" by D. W. Taylor shall be the basis for determining effective horsepower required, except that of the four methods given therein for wetted surface determination that based on Froude's formula shall be used. Calculations for effective horsepower required shall be made at a speed-length ratio of .60 and corrected to actual speed-length ratio by the cube rule.

The maximum total continuous horsepower available for propulsion (I. H. P., S. H. P., B. H. P.) as determined from the register of the appropriate Classification Society shall be used as a basis for determining the shaft horse-power available except that, for all machinery of a steam reciprocating type, 90% mechanical efficiency shall be used with the I. H. P. The effective horsepower available to be used in conjunction with the speed calculation for single screw vessels shall be the shaft horsepower available multiplied by 0.5 for vessels of 450 feet length and by proportional factors varying 0.1 per 150 feet length for vessels of other lengths. (0.4 at 300 feet and 0.6 at 600 feet, etc.)

For twin screw vessels the foregoing factors shall be reduced by ten per cent.

Upon request and the submission by the owner of pertinent applicable data, such as standardization trial and self-propelled model test results, the American Bureau of Shipping shall give consideration to modifications of results obtained by the foregoing method but the extent to which such data may effect the results shall be determined by the American Bureau of Shipping.

All certificates heretofore issued by the American Bureau of Shipping shall be corrected to reflect the foregoing.

(E.O. 9054, 9244, 7 F.R. 837, 7327)

[SEAL] **E. S. LAND,**
Administrator.

DECEMBER 8, 1942.

[F. R. Doc. 42-13048; Filed, December 9, 1942; 11:54 a. m.]

PART 302—CONTRACTS WITH VESSEL OWNERS AND TERMS OF COMPENSATION RELATING THERETO

[General Order 10, Supp. 1]

FORMULA FOR SEA SPEED OF A VESSEL

General Order No. 10 is hereby clarified and supplemented by adding the following paragraphs at the end of § 302.46:¹

§ 302.46 Modification supplementation of formulae. * * *

For the purposes set forth in General Orders Numbers 6 (§ 302.13²) and 9 (§ 302.30³) the rated sea speeds of all vessels shall be obtained by the owner from the American Bureau of Shipping.

¹ 7 F.R. 9789.

² 7 F.R. 6546.

³ 7 F.R. 6543, 7206.

⁴ 7 F.R. 6545.

PART 306—GENERAL AGENTS AND AGENTS
[General Order 12, Supp. 10]

COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS—DRY CARGO VESSELS

Section 306.6 *Other definitions*¹ is hereby amended by adding the following subparagraphs to paragraph (a):

(1) A ton of cargo transported at a rate per 100 lbs. for the purpose hereof shall be computed as 2000 lbs.

¹ 7 F.R. 4496, 6583, 7257.

(2) A ton of cargo transported at a rate per package for the purpose hereof shall be computed as 40 cubic feet or 2240 lbs., whichever produces the greater tonnage.

(3) A ton of liquid cargo carried in deep tanks of dry cargo vessels shall be computed as 2240 lbs.

And by adding the following paragraphs at the end of § 306.6:

(1) Piling which is transported at a rate per lineal foot, 30 lineal feet shall be computed as one ton.

(j) Ad valorem cargo is cargo handled at a percentage rate based on the value of the goods.

(k) Express for the purpose hereof shall be considered as cargo.

(E.O. 9054, 9244, 7 F.R. 837, 7327)

[SEAL]

E. S. LAND,
Administrator.

DECEMBER 8, 1942.

[F. R. Doc. 42-18037; Filed, December 9, 1942;
11:30 a. m.]

PART 306—GENERAL AGENTS AND AGENTS

[General Order 21, Supp. 2]

SERVICE AGREEMENTS—TANKERS

§ 306.49 *Service agreements—GAA (Tankers).* Service agreements entered into between the United States of America, acting by and through the Administrator, War Shipping Administration, with shipping companies appointing them as general agents to manage and conduct the business of tankers of which the United States is owner or owner pro hac vice, and assigned to the general agents by the United States from time to time, shall be as follows:

GAA-Tankers
12-8-42

Contract WSA

SERVICE AGREEMENT FOR VESSELS OF WHICH THE WAR SHIPPING ADMINISTRATION IS OWNER OR OWNER PRO HAC VICE

This Agreement, made as of _____ between the United States of America (herein called the "United States") acting by and through the Administrator, War Shipping Administration, and _____, a corporation organized and existing under the laws of _____, and having its principal place of business at _____ (herein called the "General Agent").

WITNESSETH:

That in consideration of the reciprocal undertakings and promises of the parties herein expressed:

ARTICLE 1. The United States appoints the General Agent as its agent and not as an independent contractor, to manage and conduct the business of vessels assigned to it by the United States from time to time.

ARTICLE 2. The General Agent accepts the appointment and undertakes and promises so to manage and conduct the business for the United States, in accordance with such directions, orders, or regulations as the latter has prescribed, or from time to time may prescribe, and upon the terms and conditions herein provided, of such vessels as have been or may be by the United States assigned to and accepted by the General Agent for that purpose.

17 F.R. 7561, 8240.

ARTICLE 3A. To the best of its ability, the General Agent shall for the account of the United States:

(a) Maintain the vessels in such trade or service as the United States may direct, subject to its orders as to voyages, cargoes, priorities of cargoes, charters, rates of freight and charges, and as to all matters connected with the use of the vessels; or in the absence of such orders, the General Agent shall follow reasonable commercial practices;

(b) Collect all moneys due the United States under this Agreement and deposit, remit, or disburse the same in accordance with such regulations as the United States may prescribe from time to time, and account to the United States for all moneys collected or disbursed by it or its agents;

(c) Equip, victual, supply and maintain the vessels, subject to such directions, orders, regulations and methods of supervision and inspection as the United States may from time to time prescribe;

(d) The General Agent shall procure the Master of the vessels operated hereunder, subject to the approval of the United States. The Master shall be an agent and employee of the United States, and shall have and exercise full control, responsibility and authority with respect to the navigation and management of the vessel. The General Agent shall procure and make available to the Master for engagement by him the officers and men required by him to fill the complement of the vessel. Such officers and men shall be procured by the General Agent through the usual channels and in accordance with the customary practices of commercial operators and upon the terms and conditions prevailing in the particular service or services in which the vessels are to be operated from time to time. The officers and members of the crew shall be subject only to the orders of the Master. All such persons shall be paid in the customary manner with funds provided by the United States hereunder.

(e) Issue or cause to be issued to shippers customary freight contracts and bills of lading in the form prescribed by the United States, and prepare manifests and other cargo documents.

ARTICLE 3B. The General Agent agrees, without prejudice to its rights under the provisions of Articles 8 and 16 hereof, to:

(a) Perform the duties required to be performed by it hereunder in an economical and efficient manner, and exercise due diligence to protect and safeguard the interests of the United States in all respects and to avoid loss and damage of every nature to the United States;

(b) Exercise due diligence to see that all Bills of Lading are properly issued, all wharf receipts for freight are non-negotiable, and, where required, a freight contract or permit is issued for each shipment;

(c) Furnish and maintain during the period of this Agreement, at its own expense, a bond with sufficient surety, in such amount as the United States shall determine, such bond to be approved by the United States as to both sufficiency of surety or sureties and form, and to be conditioned upon the due and faithful performance of all and singular the covenants and agreements of the General Agent contained in this Agreement, including, without limitation of the foregoing, the condition faithfully to account to the United States for all funds collected and disbursed and funds and property received by the General Agent or its agents. The General Agent may, in lieu of furnishing such bond, pledge direct or fully guaranteed obligations of the United States of America of the face value of the penalty of the bond under an agreement satisfactory in form to the United States;

(d) Without the consent of the United States, not sell, assign or transfer, either di-

rectly or indirectly or through any reorganization, merger or consolidation, this Agreement or any interest therein, nor make any agreement or arrangement whereby the service to be performed hereunder is to be performed by any other person, whether an agent or otherwise, except as provided in Article 6 hereof.

ARTICLE 4. (a) The General Agent and, to the extent required by the United States, every related or affiliated company or holding company of the General Agent, authorized as provided in Article 13 hereof, to render any service or to furnish any stores, supplies, equipment, provisions, materials, or facilities which are for the account of the United States under the terms of this Agreement, shall (1) keep its books, records and accounts relating to the management, operation, conduct of the business of and maintenance of the vessels covered by this Agreement in such form and under such regulations as may be prescribed by the United States; and (2) file, upon notice from the United States, balance sheets, profit and loss statements, and such other statements of operation, special reports, memoranda of any facts and transactions, which, in the opinion of the United States, affect the results in the performance of, or transactions or operations under this Agreement.

(b) The United States is hereby authorized to examine and audit the books, records and accounts of all persons referred to above in this Article whenever it may deem it necessary or desirable.

(c) Upon the willful failure or willful refusal of any person described in this Article to comply with the provisions of this Article, the United States may rescind this Agreement.

ARTICLE 5. At least once a month the United States shall pay to the General Agent as full compensation for the General Agent's services hereunder, such fair and reasonable amount as the Administrator, War Shipping Administration, shall from time to time determine. Such compensation shall be deemed to cover, but without limitation, the General Agent's administrative and general expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertising expense, taxes (other than taxes for which the General Agent is reimbursed under Article 7 hereof), and any other expenses which are not directly and exclusively applicable to the maintenance, management, operation or the conduct of the business of the vessels hereunder.

ARTICLE 6. The General Agent shall exercise due diligence in the selection of agents. Such agents shall be subject to disapproval by the United States and any agency agreement shall be terminated by the General Agent whenever the United States shall so direct. Any compensation payable by the General Agent to its agents for services rendered in connection with the vessels assigned hereunder shall be subject to approval by the United States. Agency fees or equivalent allowances for branch offices in accordance with schedules approved by the United States will be reimbursable under Article 7 hereof.

ARTICLE 7. The United States shall reimburse the General Agent at stated intervals determined by the United States for all expenditures of every kind made by it in performing, procuring or supplying the services, facilities, stores, supplies or equipment as required hereunder, *excepting* general and administrative expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertising expense, taxes (other than sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses hereunder) and any other expenses which are not directly and exclusively applicable to the maintenance, man-

agement, operation or the conduct of the business of the vessels hereunder. The General Agent shall be reimbursed for sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses hereunder if the General Agent shall have used due diligence to secure immunity from such taxation. To the extent not recovered from insurance, the United States shall also reimburse the General Agent for all crew expenditures (accruing during the term hereof) in connection with the vessels hereunder, including, without limitation, all disbursements for or on account of wages, extra compensation, overtime, bonuses, penalties, subsistence, repatriation, travel expense, loss of personal effects, maintenance, cure, vacation allowances, damages or compensation for death or personal injury or illness, and insurance premiums, required to be paid by law, custom, or by the terms of the ship's articles or labor agreements, or by action of the Maritime War Emergency Board, any payments made by the General Agent to a pension fund in accordance with a pension plan in effect on the effective date of this Agreement with respect to the officers and members of the crew of said vessels who are entitled to benefits under such plan, on the effective date of this Agreement, for the amount of any Social Security taxes which the General Agent is or may be required to pay on behalf of the officers and crew of said vessels as agent or otherwise. The United States may disallow, in whole or in part, as it may deem appropriate, and deny reimbursement for, expenses which are found to have been made in willful contravention of any outstanding instructions or which were clearly improvident or excessive.

Any moneys advanced to bonded persons by the General Agent for ship disbursements which are lost by reason of a casualty to the Vessel on which the money so advanced is carried shall in the event of such loss be considered an expense of the General Agent, subject to reimbursement as is in this Article 7 provided.

The United States may advance moneys to the General Agent to provide for disbursements hereunder in accordance with such regulations or conditions as the United States may from time to time prescribe.

ARTICLE 8. The United States shall, without cost or expense to the General Agent, procure or provide insurance against all insurable risks of whatsoever nature or kind relating to the vessels assigned hereunder (which insurance shall include the General Agent and the vessel personnel as assureds) including, but without limitation, marine, war and P. & I. risks, and all other risks or liabilities for breach of statute and for damage caused to other vessels, persons or property, and shall defend, indemnify and save harmless the General Agent against and from any and all loss, liability, damage and expense (including costs of court and reasonable attorneys' fees) on account of such risks and liabilities, to the extent not covered or not fully covered by insurance. The General Agent shall furnish reports and information and comply fully with all instructions that may be issued with regard to all salvage claims, damages, losses or other claims. Neither the United States nor the insurance underwriters shall have any right of subrogation against the General Agent with respect to such risks. The United States may assume any of the foregoing risks except those relating to P. & I. risks and collision liabilities. At all times during the period of this Agreement, the United States shall at its own expense provide and pay for insurance with respect to each vessel hereunder against protection and indemnity marine and war risks, and collision liabilities without limit as to liability as to the amount of any claim or the aggregate of any claims thereunder. The

United States at its election may write all or any such insurance, including that against P. & I. and collision liabilities, in its own fund, pursuant to a duly executed policy or policies. Neither the United States nor the insurance underwriters shall have any right of subrogation against the General Agent with respect to any of the foregoing risks. All insurance hereunder shall cover both the United States and the General Agent.

ARTICLE 9. In the event of general average involving vessels assigned to the General Agent under this Agreement, the General Agent shall comply fully with all instructions issued by the United States in that connection including instructions as to the appointment of adjuster, obtaining general average security and asserting liens for that purpose unless otherwise instructed, and supplying the adjuster with all disbursements accounts, documents and data required in the adjustment, statement and settlement of the general average. Reasonable compensation for and general average allowances to the General Agent in such cases shall be in accordance with directions, orders or regulations of the United States.

ARTICLE 10. Salvage claims for services rendered to vessels other than vessels owned or controlled by the United States shall be handled by, and be under the control of, the United States. Salvage awards for services rendered to other vessels owned or controlled by the United States including the vessels hereunder shall be made by the United States. The General Agent shall furnish the United States with full reports and information on all salvage services rendered.

ARTICLE 11. (a) The United States shall have the right to terminate this Agreement at any time as to any and all vessels assigned to the General Agent and to assume control forthwith of any and all said vessels upon fifteen (15) days' written or telegraphic notice.

(b) Upon giving to the United States thirty (30) days' written or telegraphic notice, the General Agent shall have the right to terminate this Agreement, but termination by the General Agent shall not become effective as to any vessel until her arrival and discharge at a continental United States port.

(c) This Agreement may be terminated, modified, or amended at any time by mutual consent.

ARTICLE 12. In case of termination of this Agreement, whether upon expiration of the stated period hereof or otherwise, all vessels and other property of whatsoever kind then in the custody of the General Agent pursuant to this Agreement, shall be immediately turned over to the United States, at times and places to be fixed by the United States, and the United States may collect directly, or by such agent or agents as it may appoint, all freight moneys or other debts remaining unpaid: *Provided*, That the General Agent shall, if required by the United States, adjust, settle and liquidate the current business of the vessels. Notwithstanding the foregoing provisions, when the United States shall so direct, the General Agent shall complete the business of voyages commenced prior to the date as of which the Agreement shall be terminated, and, if directed by the United States and subject to any instructions issued by the United States with respect thereto, the General Agent shall continue to book cargo for the vessels for the next voyages after the termination of this Agreement. No such termination of this Agreement shall relieve either party of liability to the other in respect of matters arising prior to the date of such termination or of any obligation hereunder to indemnify the other party in respect of any claim or demand thereafter asserted, arising out of any matter done or omitted prior to the date of such termination.

ARTICLE 13. Agreements or arrangements with any interested or related company to

render any service or to furnish any stores, supplies, equipment, materials, repairs, or facilities hereunder shall be submitted to the United States for approval as to employment. Unless and until such agreements or arrangements have been approved by the United States, compensation paid to any interested or related company shall be subject to review and readjustment by the United States. In connection with such review and readjustment, the United States may deny reimbursement hereunder of any portion of such compensation which it deems to be in excess of fair and reasonable compensation. The United States may also deny reimbursement, in whole or in part, of compensation under any arrangement or agreement with an interested or related company which it deems to be exorbitant, extortionate or fraudulent. The term "interested company" shall mean any person, firm, or corporation in which the General Agent, or any related company of the General Agent, or any officer or director of the General Agent, or any employee of the General Agent who is charged with executive or supervisory duties, or any member of the immediate family of any such officer, director or employee, or any officer or director of any related company of the General Agent or any member of the immediate family of an officer or director of any related company of the General Agent, owns any substantial pecuniary interest directly or indirectly. The term "related company", used to indicate a relationship with the General Agent for the purposes of this Article only, shall include any person or concern that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the General Agent. The term "control" (including the terms "controlled by" and "under common control with") as used herein means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the General Agent (or related company), whether through ownership of voting securities, by contract, or otherwise.

ARTICLE 14. The General Agent shall, unless otherwise instructed, subject to such regulations, instructions, or methods of supervision and inspection as may be required or prescribed by the United States, arrange for the repair of the vessels, covering hull, machinery, boilers, tackle, apparel, furniture, equipment, and spare parts, and including maintenance and voyage repairs and replacements, for the account of the United States, as may be necessary to maintain the vessels in a thoroughly efficient state of repair and condition. The General Agent shall exercise reasonable diligence in making inspections and obtaining information with respect to the state of repair and condition of the vessels, and so advise the United States from time to time, in order that the United States may satisfy itself that the vessels are being properly maintained, and shall cooperate with representatives of the United States in making any inspections or investigations that the United States may deem desirable.

ARTICLE 15. The United States shall, when it may legally do so, have the advantage of any existing, or future, contracts of the General Agent for the purchase or rental of materials, fuel, supplies, facilities, services, or equipment, if this may be done without unreasonably interfering with the requirements of other vessels owned or operated by the General Agent.

ARTICLE 16. (a) The United States shall indemnify, and hold harmless and defend the General Agent against any and all claims and demands (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) of whatsoever kind or nature and by whomsoever asserted for injury to persons or property arising out of or in any way connected with the operation or

use of said vessels or the performance by the General Agent of any of its obligations hereunder, including but not limited to any and all claims and demands by passengers, troops, gun crews, crew members, shippers, third persons, or other vessels, and including but not limited to claims for damages for injury to, or loss of property, cargo or personal effects, claims for damages for personal injury or loss of life, and claims for maintenance and cure.

(b) In view of the extraordinary wartime conditions under which vessels will be operated hereunder, the General Agent shall be under no responsibility or liability to the United States for loss or damage to the vessels arising out of any error of judgment or any negligence on the part of any of the General Agent's officers, agents, employees, or otherwise. However, the General Agent may be held liable for loss or damage not covered by insurance or assumed by the United States as required under Article 8 of this Agreement, if such loss or damage is directly and primarily caused by willful misconduct of principal supervisory shoreside personnel or by gross negligence of the General Agent in the procurement of licensed officers or in the selection of principal supervisory shoreside personnel.

(c) In the event that the General Agent shall perform any stevedoring, terminal, ship repair or similar service for the vessels hereunder at commercial rates, the General Agent shall have all the obligations and responsibilities of the person performing such services under the standard or other approved form of contract with the United States or, in the absence of such standard or approved form, under usual commercial practice.

(d) The General Agent shall be under no liability to the United States of any kind or nature whatsoever in the event that the General Agent should fail to obtain officers or crews for the operation of the vessels, or fail to arrange for the fitting out, refitting, maintenance or repair of said vessels, or fail to perform any other service hereunder by reason of any labor shortage, dispute or difficulty, or any strike or lockout or any shortage of material or any act of God or peril of the sea or any other cause beyond the control of the General Agent whether or not of the same or similar nature; or shall do or fail to do any act in reliance upon instructions of military or naval authorities.

ARTICLE 17. Wherever and whenever herein any right, power, or authority is granted or given to the United States, such right, power, or authority may be exercised in all cases by the War Shipping Administration or such agent or agents as it may appoint or by its nominee, and the act or acts of such agent or agents or nominee, when taken, shall constitute the act of the United States hereunder. In performing its services hereunder, the General Agent may rely upon the instructions and directions of the Administrator, his officers and responsible employees, or upon the instructions and directions of any person or agency authorized by the Administrator. Wherever practicable, the General Agent shall request written confirmation of any oral instructions or directions so given.

ARTICLE 18. (a) The General Agent warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the United States the right to annul this Agreement or in its discretion to deduct from any amount payable hereunder the amount of such commission, percentage, brokerage or contingent fee.

(b) In any act performed under this Agreement, the General Agent and any subcontractor shall not discriminate against any

citizen of the United States on the ground of race, creed, color or national origin.

ARTICLE 19. No person elected or appointed a member of or delegate to Congress or a Resident Commissioner, directly or indirectly, himself or by any other person in trust for him, or for his use or benefit, or on his account shall hold or enjoy this Agreement in whole or in part, except as provided in Section 206, Title 18, U. S. C. The General Agent shall not employ any member of Congress, either with or without compensation, as an attorney, agent, officer or director.

ARTICLE 20. This Agreement, unless sooner terminated, shall extend until six months after the cessation of hostilities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in triplicate the day and year first above written.

[CORPORATE SEAL] UNITED STATES OF AMERICA,

By: E. S. LAND, Administrator,
WAR SHIPPING ADMINISTRATION,

By: _____

For the Administrator.

By: _____

Attest:

Secretary

Approved as to form:

General Counsel, War Shipping
Administration

(E.O. 9054, 9244, 7 F.R. 837, 7327)

[SEAL] E. S. LAND,
Administrator.

DECEMBER 8, 1942.

[F. R. Doc. 42-13038: Filed, December 9, 1942;
11:30 a. m.]

PART 306—GENERAL AGENTS AND AGENTS

[General Order 12, Supp. 2, Amended]

COMPENSATION PAYABLE TO GENERAL AGENTS AND AGENTS—TANKERS

Amending General Order No. 12, Supplement 2,¹ Part II—Tankers, issued June 27, 1942:

1. By striking out §§ 306.13 to 306.15 inclusive and inserting in lieu thereof the following:

§ 306.13 *Vessels included.* This Part II of General Order No. 12 is applicable to services rendered in connection with operations of tank vessels under the standard forms of tanker service agreements (Warshipoil-TCA) and GAA (Tankers).

§ 306.14 *Effective period.* This Part II shall become effective as of the date of delivery of each vessel to the general agents or agents hereunder.

§ 306.15 *Agents defined.* An "agent" is a person, firm or corporation designated as "agent" under the standard form of tanker service agreement (Warshipoil-TCA).

2. By adding the following new § 306.15:

§ 306.15 *General agents defined.* A "general agent" is a person, firm or corporation designated as "general agent" under the standard form of

17 F.R. 4933, 6585.

tanker service agreement, GAA (Tankers).

3. By striking out §§ 306.16 to 306.20 inclusive and inserting in lieu thereof the following:

§ 306.16 *Sub-agent defined.* A "sub-agent" is one who is appointed by an agent or general agent to perform any functions of the agent or general agent pursuant to the standard forms of tanker service agreements (Warshipoil-TCA) or GAA (Tankers). A "foreign sub-agent" is a sub-agent who performs his functions outside the continental limits of the United States.

§ 306.17 *Compensation of agents in continental United States ports.* As compensation for each tanker allocated to an agent to conduct the business of the vessel for the War Shipping Administration, such Agent shall be paid at the rate of \$400.00 per month. (Out of this compensation the Agent must pay, among other things, all of the agent's outgoing communication costs except for communications to places outside the continental United States excluding Alaska). It is further provided that, if a vessel is withdrawn from service for repairs in a United States port, agent's compensation will continue as long as there is cargo aboard and for the first ten days after discharge. Thereafter agent's compensation will cease until vessel is again placed in service.

§ 306.18 *Compensation of sub-agents in continental United States ports.* As compensation for services rendered by a sub-agent for both the United States and the owner, or for a general agent, the sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$125 for the first three days the vessel remains in port, and thereafter at the rate of \$25 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. One-third of this fee shall be for the account of the United States and the remainder shall be for the account of the owner or the general agent.

As compensation for services rendered by a sub-agent for the United States, only, the sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$45 for the first three days the vessel remains in port, and thereafter at the rate of \$10 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. The entire fee provided for in this paragraph shall be for the account of the United States.

§ 306.19 *Compensation of sub-agents at ports outside of continental United States.* As compensation for services rendered by a foreign sub-agent for the account of both the United States and the owner or the general agent, the foreign sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$125 for the first three days the vessel remains in

s/a *s/a* *s/a*

port, and thereafter at the rate of \$25 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. One-third of this fee shall be for the account of the United States and the remainder shall be for the account of the owner or the general agent.

As compensation for services rendered by a foreign sub-agent for the United States only, the foreign sub-agent shall be paid the prevailing commercial rate, but in no event in excess of a lump sum of \$45 for the first three days the vessel remains in port, and thereafter at the rate of \$10 per day for each additional day; provided, no fee shall be paid for the time during which the vessel is laid up for repairs. The entire fee provided for in this paragraph shall be for the account of the United States.

§ 306.20 Brokerage. No brokerage will be paid except with the prior approval of the Administrator and application for such brokerage will not be considered unless brokerage was formerly paid in such trade.

4. By adding the following new section:

§ 306.20a Compensation of general agents. The general agent shall be compensated both (a) as agent, and (b) as general agent as herein provided. From his compensation he shall pay sub-agents for services which are required to be performed by him as general agent under his service agreement. In addition to the agency fees, the general agent shall be paid as follows:

(1) *Basic scale.* For each calendar month or pro rata thereof (part days to count as whole days), beginning with the month and day in which the first vessel subject hereto is delivered to the general agent and ending with the calendar month and day thereof in which the last vessel subject hereto is redelivered by the general agent, the basic compensation, computed on the basis of whole months or pro rata thereof for the vessels handled during each such month, shall be calculated in accordance with the following monthly allowance:

First 8 vessels—\$2,500 per month per vessel.
Next 7 vessels—\$2,000 per month per vessel.
In excess of 15 vessels—rate as to be determined by the Administrator.

The Administrator reserves the right to review and make such adjustments in the above rates as may be required to produce what, in his judgment, may be determined as fair and equitable compensation.

(2) *Adjustment when vessels are idle.* The Administrator reserves the right to determine the amount compensation shall be reduced to the extent that any vessel is idle at any port for causes for which the general agent is responsible.

(E.O. 9054, 9244, 7 F.R. 837, 7327)

[SEAL]

E. S. LAND,
Administrator.

DECEMBER 8, 1942.

[F. R. Doc. 42-13036; Filed, December 9, 1942;
11:30 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

PART 20—PIPE LINE COMPANIES: UNIFORM SYSTEM OF ACCOUNTS

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 27th day of November, A. D. 1942.

The Uniform System of Accounts for Pipe Lines, (Part 20 of Title 49, Code of Federal Regulations) being under consideration by the division, pursuant to authority of section 20 of the Interstate Commerce Act, and the division having found need for modifications and amendments of the Uniform System of Accounts for Pipe Lines, the modifications and amendments attached hereto¹ and made a part hereof being found necessary for administration of the provisions of Part I of the Act, are hereby approved; and

It is ordered. That all carriers by pipe line subject to the provisions of the Interstate Commerce Act, and every trustee, executor, administrator, or assignee of any such pipe line carrier, be, and they are hereby, required to comply with the Uniform System of Accounts for Pipe Lines as hereby modified and amended;

It is further ordered. That this order shall become effective January 1, 1943, and that the order of July 15, 1941, the effective date of which has been postponed to January 1, 1943, be, and it is hereby canceled and superseded;

And it is further ordered. That a copy of this order shall be served upon every carrier by pipe line subject to the Act and upon every trustee, executor, administrator, or assignee of any such pipe line carrier, and that notice of this order be given to the general public by depositing a copy thereof in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director of the Division of the Federal Register, The National Archives.

By the Commission, Division 1.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 42-13046; Filed, December 9, 1942;
11:12 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Bureau of Mines.

HY EXPLOSIVES SALES CO.

ORDER REVOKING LICENSE

In the matter of Hy Explosives Sales Company, Licensee. Proceeding for Revocation of License.

To: Hy Explosives Sales Company, Licensee above named, 208 Columbia Street, Seattle, Washington.

¹ Filed as part of the original document. Requests for copies should be addressed to the Interstate Commerce Commission.

Based upon the records in this matter I, R. R. Sayers, Director of the Bureau of Mines, make the following findings of fact:

1. On November 3, 1942, a Specification of Charge against you, setting forth a violation of the Federal Explosives Act (55 Stat. 863) and regulations thereunder of which you were accused, was mailed to you at the above designated, your last known, address, giving you notice to mail an answer within 15 days demanding a hearing if you wished to be heard on the charge.

2. An answer dated November 12, denying the charge and demanding a hearing, was received from you. Thereafter, a supplementary answer dated November 27, 1942, was received from you, in which you waived your demand for a hearing and to which you attached Vendor's License No. 8, issued to you on March 2, 1942, under the Federal Explosives Act, and two photostatic copies of the license.

3. Neither with your answer of November 12, nor with your supplementary answer of November 27, did you furnish satisfactory evidence to show that the charge against you was not true. The charge against you is found by me to be true.

Now, therefore, by virtue of the authority vested in me by sections 8 and 18 of the Federal Explosives Act (55 Stat. 863) and § 301.22 of the regulations thereunder (7 F.R. 5901),

It is hereby ordered. That Vendor's License No. 8 and all other licenses, if any, heretofore issued to you under the Federal Explosives Act (55 Stat. 863) be and they are hereby revoked.

Dated: December 4th, 1942.

R. R. SAYERS,
Director.

[F. R. Doc. 42-13029; Filed, December 9, 1942;
10:28 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 7-613]

BALTIMORE STOCK EXCHANGE ORDER DENYING APPLICATION, ETC.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 7th day of December, A. D. 1942.

In the matter of application of the Baltimore Stock Exchange for permission to extend unlisted trading privileges to the \$1 Par Value Common Stock of Rustless Iron and Steel Corporation.

Order denying application for permission to extend unlisted trading privileges.

The Baltimore Stock Exchange having made application to the Commission, pursuant to section 12 (f) of the Securities Exchange Act of 1934 and Rule X-12F-1, for permission to extend unlisted trading privileges to the \$1 Par Value Common Stock of Rustless Iron and Steel Corporation; and

FEDERAL REGISTER, Thursday, December 10, 1942

After appropriate notice a hearing having been held in this matter in Washington, D. C.; and

The Commission having this day made and filed its findings and opinion herein;

It is ordered, Pursuant to section 12 (f) of the Securities Exchange Act of 1934, that the application of the Baltimore Stock Exchange for permission to extend unlisted trading privileges to the \$1 Par Value Common Stock of Rustless Iron and Steel Corporation be and the same is hereby denied.

By the Commission.

[SEAL]

ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-13025; Filed, December 8, 1942;
3:08 p. m.]

[File No. 70-337]

NATIONAL POWER & LIGHT COMPANY

MEMORANDUM OPINION AND ORDER

In the Matter of National Power & Light Company.

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pennsylvania, on the 4th day of December A. D. 1942.

Appearances: Jesse J. Holland and Sidney H. Willner for the Public Utilities Division of the Commission.

Simpson, Thacher & Bartlett by Ira A. Hawkins, Jr. for National Power & Light Company.

National Power & Light Company¹ has applied for permission to extend the time within which shares of its preferred stock may be exchanged for shares of common stock of Houston Lighting & Power Company under the terms of an exchange offer approved by us on December 24, 1941.²

¹ A registered holding company under the Public Utility Holding Company Act of 1935 and a subsidiary of Electric Bond and Share Company, also a registered holding company under the Act.

² Holding Company Act Release No. 3211. Under the terms of the exchange offer each holder of National's preferred stock may exchange all or any part thereof, in full share amounts to the extent of 90% of the portion of such stock presented for exchange, for common stock of Houston on the basis of two shares of Houston's common stock for each share of National's preferred stock. The remaining 10% of National's preferred stock tendered for exchange will be stamped as ineligible for participation in the exchange offer and returned to the holder thereof. The exchange offer became effective on January 30, 1942 for the 60 day period ending March 31, 1942, which date was subsequently extended by National for an additional period of 60 days ending on June 1, 1942. During the 120 day period mentioned, authority to solicit exchanges was limited by the terms of our order to regular officers and employees of National. Early in May 1942, National filed an amendment to its declaration in this proceeding setting forth a program designed to facilitate exchanges under the offer. The program contemplated that National would retain Smith, Barney & Co., Lazard Freres & Co., and Blyth & Co., Inc., ("Dealer Managers") to develop and handle the details of a plan to facilitate exchanges. On June 15,

The present expiration date of the exchange offer is December 15, 1942. Authority is now requested to extend the terminal date to February 15, 1943. The exchange offer has been open for ten months. As of December 1, 1942, a total of 114,805 shares of National's preferred have been tendered for exchange. This represents 41.045% of the original amount thereof outstanding at January 30, 1942, the date when the exchange offer became operative. As a result of exchanges effected during this period, National has distributed 206,262 shares of Houston's common stock, or 41.252% of the amount thereof outstanding, leaving National with 293,738 shares of Houston's common stock still undistributed.

When we considered National's previous application for permission to extend the period of the exchange offer to December 15, 1942, it was urged that at least two months of the period which was available to the Dealer Managers were summer months, a time when it is "difficult to consummate security transactions due to the absence of many people on vacation"; and that the uncertainty regarding federal tax legislation then pending had a tendency to delay numerous holders of National's preferred stock in making the exchange. It was argued that if the offer were extended for a reasonable time after the enactment of definitive tax legislation there was reason to believe that substantial amounts of National's preferred stock would be tendered for exchange.

In our memorandum opinion permitting an extension to December 15, 1942,³ we indicated that sufficient time had elapsed to permit of a thorough canvass of National's preferred stockholders and that no useful purpose would be served by prolonging the period indefinitely. Furthermore, at that time we stated "there is substantial doubt as to the necessity or desirability of any extension of the exchange offer beyond the date of December 15, 1942 now proposed." We granted that application on the basis of the alleged retarding factors pointed out above and the management's belief that substantial amounts of National's preferred stock would be tendered for exchange during the additional period. However, the present record discloses that during the period from October 14, 1942 to December 1, 1942 only 6,930 shares of National's preferred stock were tendered for exchange.

1942, we permitted said amendment to become effective and also granted National authority to extend the period of the exchange offer for not more than 60 days from June 15, 1942. (Holding Company Release No. 3612). Subsequently, on August 13, 1942, upon application by National, we permitted a further extension for an additional period of 60 days ending on October 13, 1942 (Holding Company Release No. 3734). On October 12, 1942 we again permitted an extension of time to December 15, 1942. After appropriate notice a hearing on the present application was held on December 2, 1942. Counsel for National Power & Light Company has filed a written waiver of briefs and oral argument.

³ National Power & Light Company, 12 S. E. C. — (1942), Holding Company Act Release No. 3850.

More than sufficient time has elapsed to permit all holders of National preferred to become familiar with the exchange offer and to take necessary action to effect an exchange; hence it may be presumed that substantially all unexchanged shares are in the hands of holders who either have decided not to exchange or prefer to postpone decision as long as possible.⁴ The factors influencing our decision on the previous application no longer obtain and no other compelling considerations have been presented to warrant a departure from the general views we have previously expressed. Accordingly, we believe the present request for an extension should be denied. However, to afford an opportunity to those holders of National's preferred stock who may be unable to avail themselves of the exchange offer between now and December 15, 1942, we shall permit National to extend the period of the exchange offer to and including December 31, 1942.

It is so ordered.

By the Commission.

[SEAL]

ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-13026; Filed, December 8, 1942;
3:08 p. m.]

WAR PRODUCTION BOARD.

[Certificate No. 25]

EXCHANGE OF TECHNICAL INFORMATION
CONCERNING SYNTHETIC RUBBER

THE ATTORNEY GENERAL: Pursuant to section 12 of Public Law No. 603, approved June 11, 1942, after consultation with you, I am requesting all manufacturers of synthetic rubber and of rubber-consuming products to collaborate, under the direction and supervision of the Office of Rubber Director, in the exchange of technical information and in the furtherance of technical improvements, research, developments, and testing relating to the manufacture and utilization of synthetic rubber and the manufacture of rubber-consuming products, upon the express condition and understanding that such information and the results of such improvements, research, developments, and testing will be made available to such persons, in such manner and to such extent as may be prescribed by the Office of Rubber Director. I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with such request, is requisite to the prosecution of the war.

Dated: December 4, 1942.

DONALD M. NELSON,
Chairman.

[F. R. Doc. 42-13049; Filed, December 9, 1942;
11:48 a. m.]

⁴ The record contains a letter addressed to the Commission by Smith, Barney & Co., Lazard Freres & Co. and Blyth & Company, the Dealer-Managers referred to in footnote 2, expressing the opinion that "no useful purpose would be served" by a 60-day extension.